

**CARDHOLDER AGREEMENT FOR MASTERCARD®
PREPAID CARD (ALINE CARD BY ADP®)**

You will be deemed to have accepted your ALINE Card by ADP® MasterCard Prepaid Card (the "ALINE Card"), to have agreed to the terms and conditions of this Cardholder Agreement (the "Agreement") and to pay the fees set forth in the fee schedule you received with your ALINE Card (the "Fee Schedule") if you do any of the following: (a) request and receive the MasterCard Prepaid Card; (b) sign the back of the MasterCard Prepaid Card; (c) activate the MasterCard Prepaid Card; or (d) use the MasterCard Prepaid Card. Through the telephonic and electronic activation process, ADP (as hereinafter defined) provides you a process to voluntarily consent to receiving your wages on the ALINE Card and for you to confirm that your employer provided you alternate means to receive your wages. Please contact your employer for more information if you have not been advised of alternative means of receiving your wages. By electing to receive your wages on the ALINE Card, you authorize your employer to deposit your wages on the ALINE Card and to reverse or debit funds we credit to your ALINE Card account in error. **Please read this Agreement carefully and keep it for future reference. You may also view this Agreement at mycard.adp.com or request a free copy by calling us at the toll-free phone number located on the back of your ALINE Card.**

In this Agreement, "Prepaid Card" means your personalized and/or non-personalized ALINE Card by ADP® issued by MB Financial Bank, N.A. under license from MasterCard International Inc. ("MasterCard") in connection with ADP's ALINE Card by ADP® Program (the "Program"). "You" and "your" mean the person to whom a Prepaid Card is issued in connection with the Program. "ADP" means ADP, LLC (and its affiliates, including ADP Payroll Services, Inc. and ADP Pacific, Inc.), the company that manages the Program through sponsorship from MB Financial Bank, N.A., or anyone to whom it may assign its rights. "Bank" means MB Financial Bank, N.A., which issues the Prepaid Card. "Us", "we" and "our" mean ADP and/or Bank. "Fee Schedule" refers to the schedule of fees included with the materials that accompanied the Prepaid Card and which apply to your use of the Prepaid Card.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT AND FOR REQUESTING A SECONDARY CARD

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open a Prepaid Card account or request a Secondary Card, we may require your (and in the case of a Secondary Card, the Secondary Cardholder's (as defined below) name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you (and in the case of a Secondary Card, the Secondary Cardholder). We may also ask to see your (and in the case of a Secondary Card, the Secondary Cardholder's) driver's license or other identifying documents.

I. General Information

A. The funds associated with your current available Prepaid Card balance are held in a deposit account, herein referred to as Cardholder Pooled Account, maintained by Bank as agent for and for the benefit of cardholders of Prepaid Cards issued by Bank in connection with the Program, and you have a beneficial interest in such deposit account in the amount of your current available Prepaid Card balance once your Prepaid Card has been activated. Any funds or wages are not considered available to you until your Prepaid Card is activated and the funds have been received by Bank and settled in the Cardholder Pooled Account. Your current available Prepaid Card balance may be referred to herein as your Prepaid Card account. Funds in your Prepaid Card account may be accessed only through the use of the Prepaid Card and its associated functionality in accordance with this Agreement. To the extent available under applicable law, funds in your Prepaid Card account are insured up to the maximum amount provided by the FDIC. You will not be paid interest or any other earnings on the funds in your Prepaid Card account. There are maximum load amounts that can be loaded to the Prepaid Card and a maximum balance that may be on the Prepaid Card at any given time. If you have any questions, please call Cardholder Services at the toll-free phone number located on the back of your Prepaid Card. We will not be liable if we do not complete a transfer to your Prepaid Card because the load exceeds the maximum load amount we have set for your Prepaid Card or if the balance on your Prepaid Card reaches the maximum balance we allow on the Prepaid Card.

B. The Prepaid Card allows electronic access to the balance in your Prepaid Card account. Your Prepaid Card is not a credit card. You can use your Prepaid Card as set forth in Section II below. You acknowledge and agree that the amount available to you through use of your Prepaid Card is limited to the balance in your Prepaid Card account. This amount is recorded on our records and a transaction using the Prepaid Card will not be authorized if it exceeds the balance remaining in your Prepaid Card account. For information related to transactions in excess of your balance, please refer to Section IV.

C. The Prepaid Card is a proprietary form of a debit card provided in connection with the Program. It does not connect in any way to any checking account, share draft account, or savings account or any other prepaid card or credit card you may have other than your Prepaid Card account. The primary cardholder (the "Primary Cardholder") is being issued a Prepaid Card in accordance with directions from a client of ADP participating in the Program (the "Participating

Company"). The Participating Company may be the Primary Cardholder's employer or the Primary Cardholder may be receiving benefit or reimbursement payments from the Participating Company. Participating Company may also be any third party from whom you receive funds credited to your Prepaid Card account including ADP clients that subsequent to this Agreement become the Primary Cardholder's employer. Funds loaded to your Prepaid Card account (whether directly by you or by another party or entity) are considered "fund loads". The Participating Company may impose requirements for maintaining your participation in the Program. The Participating Company also may elect to terminate your participation in the Program and/or to cease making the Program available. We may add, alter, suspend or terminate any feature or service related to your Prepaid Card at any time. If required by applicable law, you will be notified of any change at least thirty (30) days 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.

D. Non-Personalized Cards ONLY: If your Prepaid Card is a non-personalized card (i.e. your name does NOT appear on the front), your card is an instant issue card and is designed to accommodate a limited number of fund loads. If you make or receive multiple fund loads to your non-personalized Prepaid Card, you agree that we may provide you with a new Prepaid Card bearing your name and a new card number which can accommodate unlimited number of fund loads, as well as provide you with additional features as described in Sections I.E-F and IX.

Once you receive your new Prepaid Card bearing your name and activate it, your non-personalized Prepaid Card will be cancelled and any remaining funds in your Prepaid Card account will be accessible through your new Prepaid Card bearing your name. If you fail to activate your new Prepaid Card bearing your name within the timeframe specified in the information provided with the new Prepaid Card, we will assume you no longer wish to have a Prepaid Card and we may cancel your non-personalized Prepaid Card. Please see Section XII.D below for the treatment of remaining balances on cancelled Prepaid Cards.

If the number of fund loads you receive to your non-personalized Prepaid Card does not generate a new Prepaid Card bearing your name, you may continue to use your card to spend your balance until the expiration date that appears on the card.

E. Personalized Cards ONLY: If you have a personalized Prepaid Card (i.e. your Prepaid Card bears your name on the front), we may issue a secondary Prepaid Card ("Secondary Card") up to three additional persons that are members of the Primary Cardholder's family or household at the written request of the Primary Cardholder (each "Secondary Cardholder"). Each such Secondary Cardholder will have full access to any funds in the Primary Cardholder's Prepaid Card account; there is no separate account balance associated with the Secondary Card. Primary Cardholders that are under 18 years of age are not eligible to request Secondary Cards. In the event a Secondary Card is issued, the provisions set forth in Section IX shall apply.

F. The Participating Company or ADP, at your direction, may direct wages, consulting fees, commissions or other payments to be allocated to the Primary Cardholder's Prepaid Card account balance. To the extent permitted under the Program, Primary Cardholders and Secondary Cardholders may also load, transfer or cause to be transferred additional funds to be allocated to the Primary Cardholder's Prepaid Card account balance. All such funds will be fully accessible to both the Primary Cardholder and Secondary Cardholders. Fund loads and transfers may be restricted pending the Cardholder passing the additional identify verification process.

G. By activating, using, or allowing another person to use the Prepaid Card, you agree that you are at least 16 years of age and agree to the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, DO NOT ACTIVATE OR USE YOUR PREPAID CARD. You may cancel the Prepaid Card account by calling us toll-free at 877-ADP-4321 (or 877-237-4321) or at the toll-free phone number located on the back of your Prepaid Card.

H. A replacement card will be sent to you prior to expiration of your Prepaid Card if your card has not been closed or we have not delivered the unused funds on your Prepaid Card to the state as unclaimed property.

II. Using Your Prepaid Card

A. Provided there are sufficient funds in your Prepaid Card account to pay for such transaction, you may use your Prepaid Card to:

- 1) Pay for goods or services or both at merchants who accept MasterCard Prepaid Cards, Interlink, or Maestro cards and/or any other network listed on the back of the card ("point-of-sale" transactions).
- 2) Obtain cash from participating financial institutions (MasterCard member Bank cash withdrawal).
- 3) Perform transactions at any ATM worldwide bearing the MasterCard and/or Cirrus logos.
- 4) Load funds to your Prepaid Card account.

Some of these services may not be available at all terminals or with all card types (e.g., Prepaid Cards that have undergone additional identity verification

versus Prepaid Cards that have not undergone additional identity verification).

B. You may use your Prepaid Card only after activation. Using your Prepaid Card and selected Personal Identification Number ("PIN"), you may withdraw cash from ATMs bearing the MasterCard and/or Cirrus logos worldwide. You may also use your Prepaid Card to purchase goods and services at Interlink, or Maestro merchants or any other Networks listed on the back of the Card; Interlink merchants are predominantly located in the United States. Some Interlink or Maestro merchants may allow you to use your Prepaid Card for cash-back on purchases. You may change your PIN, check your balance and transaction activity and initiate other customer service requests by logging on to the website at mycard.adp.com or by calling Cardholder Services at the toll-free phone number located on the back of your Prepaid Card. All international transactions (both PIN based and non-PIN based transactions) will be routed over the MasterCard network.

C. The Prepaid Card and PIN are provided for your use and protection. You agree that you will:

- 1) not disclose the PIN nor record it on the Prepaid Card or otherwise make it available to anyone else;
- 2) use the Prepaid Card, the PIN and any terminal as instructed;
- 3) promptly notify Cardholder Services of any loss or theft of the Prepaid Card or PIN by calling 877-ADP-4321 (or 877-237-4321) or the toll-free phone number located on the back of your Prepaid Card;
- 4) be liable for any transactions made by you or a person you authorize or permit to use your Prepaid Card and/or PIN.

If you permit someone else to use your Prepaid Card, you will be deemed to have authorized such use and you will be liable unless you notify Cardholder Services by calling the toll-free phone number located on the back of your Prepaid Card that transfers (which includes any transaction, fund load, debit, etc.) by that person are no longer authorized.

D. You are entitled to get a receipt from the merchant or third party with whom you are conducting such transaction at the time you make any transfer (which includes any reload at the register or debit) to or from your Prepaid Card account using an ATM or point-of-sale terminal.

E. If you have arranged to have direct deposits made to your Prepaid Card account, you can call Cardholder Services at the toll-free phone number located on the back of your Prepaid Card to find out whether or not the deposit has been made. This information is also available online for free at mycard.adp.com.

F. For security and regulatory reasons, we may limit the number, type or dollar amount of transactions you may make to your Prepaid Card account or suspend the use of or terminate your Prepaid Card account and/or Prepaid Card.

G. You may load funds onto your Prepaid Card as follows, if such feature is available to you and if you meet certain verification requirements:

- **Participating Company Loads.**
- **Retail Loads.** If we provide the service, you may be able to reload funds to your Prepaid Card through one or more reload networks as designated by us from time to time ("Retail Loads"). We may discontinue this service at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior consent. See Section XIX. You may be required to pass an additional verification process to gain access to this product feature.
- **ACH Loads.** An ACH transfer to your Prepaid Card account, using the account number and routing and transit number provided or by contacting Customer Service at 877-ADP-4321 (or 877-237-4321). You may be required to pass an additional verification process to gain access to this product feature.

H. Funds loaded to your Prepaid Card through Retail Loads are available immediately after your successful completion of the load transaction. Participating Company Loads or ACH Loads are available on the business day when final collected funds are received by the Bank, unless a longer time is permitted by applicable law.

I. Non-MasterCard Debit Transactions. New procedures are in effect that may impact you when you use your Prepaid Card at certain merchant locations. In the past, transactions have been processed as MasterCard debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a MasterCard debit transaction or as an Interlink or Maestro transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a MasterCard debit transaction if they support the option. Please be advised that should you choose to use the Interlink or Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to MasterCard debit transactions as described in this Agreement will not apply to transactions processed on the Interlink or Maestro network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to MasterCard debit and non-MasterCard debit transactions. To initiate a

MasterCard debit transaction at the point-of-sale, swipe your Prepaid Card through a point-of-sale terminal, sign the receipt, or provide your Prepaid Card number for a mail order, telephone, or Internet purchase. To initiate a non-MasterCard debit transaction at the point-of-sale, enter your PIN at the point-of-sale terminal or provide your Prepaid Card number after clearly indicating a preference to route your transaction as a non-MasterCard debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

J. Debit Transactions. All debits to your Prepaid Card must be made using the card number. You may not provide or use your account number and routing and transit number for any debits to the Prepaid Card.

III. Fees and Charges.

A. You will receive a copy of your Fee Schedule when you receive your Prepaid Card and any time before and thereafter as required by applicable law. Your Fee Schedule is always available at mycard.adp.com and may be requested for no charge by calling the number on the back of your Prepaid Card. You agree that the fees and charges set forth in your Fee Schedule apply to your Prepaid Card and your usage and you authorize us to deduct the applicable amount from your Prepaid Card account balance. A particular fee on the Fee Schedule may not apply if it is restricted by law in your state.

B. You understand that parties other than ADP and Bank including, without limitation, third-party ATM operators, cash reload merchants and third party bill pay services may apply other fees for use of the Prepaid Card or services related to the Prepaid Card. Such fees will be disclosed by the party charging it at the time the services are used and you authorize us to deduct such fees from your Prepaid Card account. For instance, if you use an ATM that is outside of the ATM networks specified in your Fee Schedule (or outside the limits specified), you may be charged a fee by us as well as by the third-party ATM operator. Information about the locations of ATMs associated with the Program can be found at mycard.adp.com.

C. You understand and agree that we may change, add or delete any fees and charges from your Fee Schedule, from time to time, in accordance with Section XII of this Agreement and any applicable laws or regulation.

IV. Transactions in Excess of Balance

A. Each time you use your Prepaid Card, the amount of the transaction will be debited from your Prepaid Card account balance. You are not allowed to exceed your available Prepaid Card balance, by any individual or series of purchases. Nevertheless, if, through unusual circumstances this occurs, you agree to be responsible for payment in full of any negative balance and to forward such payment to us immediately. You grant us the right to automatically debit such negative balance amount from current or future fund loads to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future). If your transaction at a merchant will exceed the balance in your Prepaid Card account, you must tell the merchant before completing the transaction. If the merchant allows you to complete the transaction, the merchant will require payment of the excess through another means acceptable to the merchant.

B. In addition to other rights under this Agreement, in the event of a negative balance, you: (1) authorize the Participating Company to withhold the amount of the negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder) from future compensation in accordance with applicable law or regulation; (2) agree that we may request that the Participating Company so withhold the amount of the negative balance from your future compensation and pay such withheld amount(s) to us to offset your negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); (3) consent to disclosure by us to the Participating Company of the amount and circumstances of any such negative balance (whether caused by the Primary Cardholder or a Secondary Cardholder); and (4) consent to disclosure by us to the Participating Company and to any other persons of the suspension or termination of your Prepaid Card account and of this Agreement.

V. Foreign Currency Transactions

If your Card is used in a transaction that is submitted to the MasterCard networks in a currency other than U.S. dollars, MasterCard will convert the transaction amount into U.S. dollars using its currency conversion procedure. 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. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Card, and may be higher than the rate you could have gotten if you had converted U.S. dollars into cash. If a transaction initially in a foreign currency is converted to U.S. dollars before it is entered into the MasterCard network, the conversion rates and fees of the company that did the conversion will apply. For each transaction made in a country other than the U.S. or U.S. Territories, you may be assessed an additional fee as indicated in the Fees and Limits Schedule. The additional fee may be assessed on all transactions in which the merchant is located in a country other than the U.S., even in transactions

that do not require currency to be converted.

VI. Failure to Complete Transactions; Funding Issues

A. If we do not complete a transfer to or from your Prepaid Card account 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. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your Prepaid Card account to make the transfer.
- 2) If the automated teller machine where you are making the transfer does not have enough cash.
- 3) If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- 4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 5) There may be other exceptions stated in our agreement with you.

In addition, we will not be liable to you for funds or wages that are not received by Bank in the Cardholder Pooled Account. This may be as a result of, but not limited to: (1) Cardholder not activating the Prepaid Card, (2) a self-issued payroll check, if applicable, being authorized for your wages prior to activation of the Prepaid Card, and (3) wages not being received by Bank in the Cardholder Pooled Account due to a Prepaid Card not being activated within the timeframe specified in the information provided with your Prepaid Card. For wages not available on your activated Prepaid Card, please contact 877-237-4321 or your employer.

B. If we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction, you are not entitled to such funds and you authorize us to initiate debits to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) for the amount of the funds previously credited to your Prepaid Card account, including debiting any future fund loads from any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) if your Prepaid Card account does not have sufficient funds to debit the entire amount. In addition, if we credit funds to your Prepaid Card account in error or in connection with an illegitimate transaction on behalf of the Participating Company, you authorize the Participating Company to initiate debits to any of your Prepaid Card accounts (whether issued and activated at the time of such transaction or issued to and activated by you in the future) for the amount of such funds credited to your Prepaid Card account, except as may be prohibited by law or agreements to which we or the Participating Company are a party.

C. We will not be liable to you if you do not have an available balance in your Prepaid Card account sufficient to complete a particular transaction. You may, however, be able to split your purchases between the Prepaid Card and another credit or debit card or cash. If you are uncertain as to the exact available balance in your Prepaid Card account, please check online at mycard.adp.com to verify your balance for free or call Cardholder Services at the toll-free phone number located on the back of your Prepaid Card prior to attempting to make a purchase or withdrawal.

D. When you use your Prepaid Card to pay for goods or services, certain merchants may request to authorize the transaction in advance and may estimate its final value. When you use your Prepaid Card at an ATM or for a teller cash advance transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Prepaid Card's funds for the amount indicated by the merchant. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Therefore, your Prepaid Card may be "authorized" or "have funds held" for more than the actual amount of the transaction until the final transaction is complete. This means that the "authorized funds" are not available for you to spend elsewhere until the authorization is released, which could be from three (3) days up to thirty (30) days or more. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. Transactions at certain merchants that authorize high dollar amounts, such as car rental companies and hotels may result in a hold for the amount of funds for up to thirty (30) days. Please note that we cannot manually release authorization without a certified letter or fax from the merchant who initiated the transaction. We will only charge your Prepaid Card for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles. You acknowledge and agree that, when a merchant does send us a request to release a hold, the released funds will not be available to you for withdrawal or purchases until we have had a reasonable amount of time to process the release. At certain merchants, typically but not limited to restaurants, bars, barber or beauty shops or for taxis or limos the authorization may include tips or incidental expenses. If the amount of the authorization request exceeds the value on your Prepaid Card, the transaction may be declined.

If you use your Prepaid Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$150 or more. If your Prepaid Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier.

VII. Use of Telephone Services

You may contact Cardholder Services by calling the toll-free phone number located on the back of your Prepaid Card.

VIII. Account Information

Information about the amount of money you have remaining in your Prepaid Card account, along with an electronic statement and a 60 day history of account transactions, is available online for free at mycard.adp.com. You may also obtain this information by calling the toll-free phone number located on the back of your Prepaid Card.

If you have provided us with your e-mail address, we will send you an e-mail letting you know when your statement is available for online viewing. You also have the right to obtain a 60 day written history of account transactions for free by calling the toll-free phone number located on the back of your Prepaid Card or writing us at:

ALINE Card by ADP
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

You may choose to receive paper statements in the mail by selecting to receive periodic statements at mycard.adp.com. There is a fee associated with the receipt of paper statements as reflected on the Fee Schedule.

IX. Additional Terms if Secondary Cards Issued

The following terms will apply if one or more Secondary Cards are issued:

A. Secondary Card Issuance. We will make any inquiries of the prospective Secondary Cardholder that we consider appropriate to help determine whether we should issue a Secondary Card. This may include, but is not limited to, verification of identity. Secondary Cards may only be issued to persons in the United States with a valid Social Security number or tax identification number.

B. Secondary Card Use. A Secondary Card may be used by a Secondary Cardholder in the same manner and to the same extent as the Primary Cardholder may use his or her Prepaid Card.

C. Full Access to Cardholder Transactional Data. Each Primary Cardholder and Secondary Cardholder will have full access to the transactional information associated with the Primary Cardholder's and all Secondary Cardholders' Prepaid Cards.

D. Full Access to Funds. Each Primary Cardholder and Secondary Cardholder will have full access to any funds in the Primary Cardholder's Prepaid Card account (including any fund loads by Secondary Cardholders); there is no separate account balance associated with the Secondary Card(s).

E. Communications. All communications to be sent or given in accordance with this Agreement will be communicated to the Primary Cardholder only. The Primary Cardholder is responsible for sharing all communications from us with the Secondary Cardholders. All communications sent or given to the Primary Cardholder are deemed to be given to both the Primary Cardholder and the Secondary Cardholders.

F. Bound by all Instructions. The Primary Cardholder and any Secondary Cardholders each agree to be bound by all instructions and requests made or purported to be made by any of them.

G. Cancellation by Primary Cardholder. A Secondary Cardholder's Prepaid Card may be terminated at the request of the Primary Cardholder at any time, provided that we are given a reasonable opportunity to act on such request. The cancellation or termination of the Primary Card account will automatically result in termination of the Secondary Cardholder Prepaid Card.

H. Responsibility for Secondary Cardholder Transactions. The Primary Cardholder shall be responsible for the Prepaid Card usage, including any fees and charges, by any Secondary Cardholder or any person authorized by any Secondary Cardholder. If the Secondary Card is used in a manner which violates this Agreement, both the Primary and Secondary Cards may be cancelled.

I. Liabilities not affected by Disputes of Cardholders. All obligations of the Primary Cardholder and Secondary Cardholders under this Agreement to us shall not be affected by any dispute or counterclaim or right of set-off which the Primary or Secondary Cardholders may have against each other.

X. Disputes

A. You agree to settle all disputes about purchases you make or fund loads you initiate using the Prepaid Card with the merchant who honored the Prepaid Card or accepted the fund load.

B. If you have a dispute with the Participating Company about the amount of your wages, consulting fees, commissions, benefit payments or other similar payments, or the amount that ADP, on behalf of the Participating Company, allocates to or deducts from your Prepaid Card account, you agree not to involve us and to resolve the dispute directly with the Participating Company.

XI. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with a Prepaid Card, you agree to accept credits to your account in place of cash.

XII. Amendment and Cancellation/Closure

A. We may at any time cancel, change or repeal the terms and conditions in this Agreement or the Fee Schedule, including the amount of any fee or charge. You will be notified of any change in the manner provided in this Agreement or as otherwise required by and in compliance with applicable law. Without otherwise limiting our rights and obligations, if the change is made for security purposes we can implement such change without prior notice. You agree to any aforementioned changes by continued use of the Prepaid Card, utilization of the Program or maintenance of funds in your Prepaid Card account.

B. We may cancel or suspend this Agreement at any time. The Prepaid Card remains the property of Bank. Your right to use the Prepaid Card may be cancelled/closed or suspended at any time at our discretion and for any reason. Once you become aware that your Prepaid Card account has been cancelled/closed, you and the Secondary Cardholder (if any) agree to discontinue using the Prepaid Card.

C. If you choose to cancel/close your Prepaid Card account, you agree to use the Prepaid Card to reduce the balance to zero. However, if you prefer, we will send a check at no charge to the Primary Cardholder for the remaining balance. You understand that we will not close the Prepaid Card account to further use until such time as the balance is reduced to zero, or 30 days from your notice of cancellation, whichever occurs first. You further understand that you are responsible for any negative balance that occurs after your notice of cancellation to the same extent as provided in this Agreement for an open Prepaid Card account. You agree to destroy the Prepaid Card after cancellation/closure and your balance has been reduced to zero.

D. If we cancel/close your Prepaid Card account we may, at our option, either: (1) apply the remaining balance to a new Prepaid Card account to the benefit of the Primary Cardholder; (2) send a check at no charge to the Primary Cardholder for the remaining balance; or (3) hold the remaining balance in an account (without any obligation to pay interest on the account) until the Primary Cardholder instructs us on how to disburse the remaining balance.

XIII. Cellular Phone, E-mail and Text Messages and Alerts.

A. If you or the Participating Company provides a cellular phone number as part of your Prepaid Card account profile, and if you activate and use your Prepaid Card, you agree to receive text messages, autodialed phone calls and pre-recorded messages from or on behalf of us on your cellular number about your Prepaid Card account. If you or the Participating Company provides an e-mail address as part of your Prepaid Card account profile, by activating and using your Prepaid Card, you expressly consent to receive messages and other information about your Prepaid Card account by e-mail from or on behalf of us at the e-mail address in your Prepaid Card account profile. So long as your Prepaid Card account is active and/or you continue to use your Prepaid Card and you provide a cellular phone number and/or an e-mail address, you agree you cannot opt out of receiving communication regarding your Prepaid Card account other than for marketing purposes.

B. You can sign up for e-mail or cell phone text message alerts (each, an "Alert") to an email address or a domestic cell phone number by calling 877-ADP-4321 (or 877-237-4321) or visiting us online at mycard.adp.com for details and to add this service. Once you sign up for e-mail or cell phone text message Alerts, you agree to receive Alerts regarding your Prepaid Card. You may also send us text messages and receive text message balance inquiries. See the Fee Schedule for any fees associated with the receipt of Alerts. Standard text messaging rates from your phone service provider may apply if you sign up for this service. You agree to notify us of changes to your electronic address and/or cell phone number to ensure continued delivery of Alerts, and you may delete or change the status of your Alerts. We reserve the right to change the frequency or timing of Alerts from time to time.

C. You are responsible for and must provide all telephone and other equipment, software and services necessary to receive Alerts. You also acknowledge that Alerts will not be encrypted, and you agree to receive Alerts that may include confidential information pertaining to you and your Prepaid Card account(s).

D. Alerts are not intended to replace any other communications we may provide to you regarding your Prepaid Card account(s). You understand and agree that receipt of each Alert may be delayed or prevented by factors affecting your Internet service provider(s), phone operator(s) and such other relevant entities ("Third Party Service Providers"). All matters concerning Third Party Service Providers are solely between you and the Third Party Service Provider. We make no representations or warranties whatsoever with regard to Third Party Service Providers' products and services. We and our affiliates neither guarantee the delivery nor the accuracy of the contents of any Alert. We and our affiliates will not be liable for losses or damages arising from (a) non-delivery, delayed delivery or misdelivery of an Alert; (b) inaccurate content in an Alert; or (c) your use or reliance on the content of any Alert for any purchases or any other reason.

E. Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or equipment used to deliver Alerts, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort, or any other theory of liability, arising in any way out of the enrollment in or use of Alerts or of the Internet access provider used to access the service or of the equipment used to access the service, including, without limitation, any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to the communication between us, even if we or the Service Providers are aware of the possibility of such events.

XIV. Other Terms

A. Your Prepaid Card, Prepaid Card account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement.

B. You agree that you will not use your Prepaid Card for fraudulent or illegal purposes.

C. Use of your Prepaid Card and services related to your Prepaid Card is subject to all applicable rules and customs of any clearing house, MasterCard or other association involved in transactions and you agree to comply with such rules and customs.

D. We do not give up our rights by delaying or failing to exercise them at any time.

E. If any term of this Agreement is found by a court to be illegal or not enforceable; all other terms will still be in effect and will be interpreted to achieve our original intent.

F. Unless otherwise provided by law, our liability to you is limited to reimbursement for the face amount of any unauthorized transaction subject to the terms and conditions set forth in this Agreement. We will not be liable for any claims of special, indirect or consequential damages.

G. To the extent applicable, you consent to receive disclosures and notices in electronic form in connection with the Program and your Prepaid Card. Any notice from us to you shall be deemed to have been given when mailed, actually delivered to you at your notice address or electronically disclosed. Your notice address shall be the address you or the Participating Company provided when you applied for your Prepaid Card unless you have notified us of a substitute notice address or we have otherwise obtained a more recent address for you for our records. However, it is your responsibility to ensure that we have a current address for you in our records and you must tell us when you change your address. Notices to us must be sent to us at the notice address set forth below for errors or questions about your transactions.

H. Federal law and the rules and regulations applicable to national banks govern this agreement. To the extent federal law is not applicable, the laws of the state of Illinois govern this Agreement and any disputes arising from this Agreement must be brought and resolved in United States District Court for the Northern District of Illinois in the county of Cook. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed to be modified to the extent necessary to comply with such law or regulation.

I. The Program and your Prepaid Card may have now or in the future additional features and functionality not included in this Agreement or the Fee Schedule. These additional services may have associated terms, conditions and fees. You agree that your utilization of the additional services indicates your acceptance of these terms, conditions and fees.

XV. Loss, Theft or Unauthorized Use

Tell us AT ONCE if you believe your Card has been lost or stolen or if you believe that someone has transferred or may transfer money from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) 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 promptly notified us, you could lose as much as \$500. Also, if you become aware and/or your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any money you lost after the sixty (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 will extend the time periods for a reasonable period.

* * *

ADDITIONAL LIMITS ON LIABILITY FOR MASTERCARD® BRANDED PREPAID CARD TRANSACTIONS.

You will not be liable for any unauthorized transactions using your MasterCard®-branded debit card, when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss to us.

If you believe that the Prepaid Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Prepaid Card account without your permission, call Cardholder Services at 877-ADP-4321 (or 877-237-4321) or write to us at:

ALINE Card by ADP
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

If you report the Prepaid Card or PIN as lost or stolen, we may close the Prepaid Card account and transfer any balance you have to a new account in an attempt to prevent further losses.

For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

You have rights under Section XVI for loss, theft or unauthorized use in addition to the provisions of this section.

XVI. Preauthorized Payments

A. If you have regular recurring payments out of your account and wish to stop them, please contact the merchant with whom you have set up this payment arrangement and request these payments to stop. Recurring payments must be set up using your Prepaid Card number only. **You may not provide your account number and routing and transit number for any debits to your Prepaid Card account.** If the merchant is not responsive to your request, call us at the toll-free phone number located on the back of your Prepaid Card or write us at:

ALINE Card by ADP
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

in time for us to receive your request three business days or more before payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

B. If these regular payments may vary in amount, the person you are going to pay shall tell you 10 days before each payment when it will be made and how much it will be.

C. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

D. If you intend to use the Prepaid Card account for recurring transactions or preauthorized point-of-sale payments, you should be certain to provide only your Prepaid Card number for the set up and monitor the Prepaid Card balance to make sure it is sufficient to cover the transactions. Because your Prepaid Card is prepaid and does not carry a credit line, a merchant that you have authorized to submit recurring transactions may suspend or cancel your service if the Prepaid Card does not have enough value when the recurring transaction is submitted. We are not responsible for any authorized, recurring transaction that we receive from a merchant, and we are not responsible for the cancellation of any merchant services or any fees that you incur as a result of a preauthorized or recurring transaction for which the Prepaid Card has an insufficient balance to pay for the transaction when it is scheduled to occur.

XVII. Disclosure of Card Information to Third Parties

You will receive a copy of our policy and practices with respect to your personal information (the "Privacy Policy") when you open your Prepaid Card account and you will receive, or will be notified in accordance with applicable law where you may obtain, such a copy at least once each year thereafter. You may review our Privacy Policy at mycard.adp.com or we will mail you a free copy upon request if you call us at the toll-free phone number located on the back of your Prepaid Card. Our Privacy Policy describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with affiliates and with unaffiliated third parties, including service providers and the Participating Company.

In addition, we will disclose information to third parties (including the Participating Company) about you, Secondary Cardholders, your Prepaid Card account, fund loads or the transfers to or from your Prepaid Card account:

- (i) Where it is necessary for completing transfers to or from your Prepaid Card account; or
- (ii) In order to verify the existence and condition of your account for a third party; or
- (iii) In connection with disputes; or
- (iv) In connection with verifying transactions and fund loads; or
- (v) In connection with inquiries or investigations of possible or actual fraudulent activities related to the Prepaid Card account or use of the Prepaid Card; or
- (vi) In order to comply with government agency, court orders or other legal process; or
- (vii) As may be required by the card networks; or
- (viii) If you give us your written permission.

You also authorize us to disclose to and share information about you with others except as prohibited by law.

XVIII. Inquiries Regarding Cardholder

We may make, and you consent to us making, any inquiries that we consider appropriate to help determine whether we should open, maintain, close your Prepaid Card account, issue or close a Secondary Card or enable additional features, such as the ability to reload cash to your account. This may include verification of identity and employment and credit reports or other reports from account information services and credit reporting agencies; provided, you will not be subject to a credit report in order to open your Prepaid Card account.

XIX. Loading Funds to Your Prepaid Card Account through Reload Networks

You may have the ability to load funds to your Prepaid Card account through cash reload networks we may choose from time to time ("Retail Loads"). There may be minimum and maximum requirements as to the amount of funds and maximum requirements as to the number of times you may load funds to your Prepaid Card account through Retail Loads. To the extent this feature is available for your Prepaid Card, you can find out more information about this feature by visiting mycard.adp.com or by calling Cardholder Services at the toll-free phone number located on the back of your Prepaid Card and you may need to pass an additional verification process. We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

XX. Unclaimed Property.

If you have activated your Prepaid Card and received an available balance and do not use your Prepaid Card (including loading to or withdrawing funds from the Prepaid Card or making a balance inquiry) applicable law may require us to report the remaining balance on the Prepaid Card as unclaimed property and deliver any unused funds on your Prepaid Card to the state as unclaimed property. You may then contact the state to reclaim any such funds that we have remitted to the state on your behalf. MB Financial Bank is not responsible for any wages or funds that are not received by Bank in the Cardholder Pooled Account.

XXI. Information About Your Right to Dispute Errors in Your Prepaid Card account.

A. In case of errors or questions about your ALINE Card by ADP® account, telephone us at 1-877-ADP-4321 (or 1-877-237-4321) or write to us at:

ADP ALINE Card
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

as soon as you can, if you think an error has occurred in your ALINE Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically accessed your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history or FIRST statement (in the event you have elected to receive periodic statements) on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-877-ADP-4321 (or 1-877-237-4321) or writing us at:

ADP ALINE Card
c/o Visa DPS
P.O. Box 636001
Highlands Ranch, CO 80163-6601
Attention: Cardholder Services

B. You will need to tell us:

- 1) Your name and ALINE Card account number.
- 2) Why you believe there is an error and the dollar amount involved.
- 3) Approximately when the error took place.

C. If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

D. 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. If we decide to do this, we will credit your ALINE Card account within 10 business days for the amount you think is in error so that you will have 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 ALINE Card account. This means these funds will not be available for your use.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions (that is, a transaction that was initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision of any of the above), we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information regarding our error-resolution procedures, call us at 1-877-ADP-4321 (or 1-877-237-4321).

CONSUMER COMPLAINTS

If you have a complaint, first contact ADP Payroll Services, Inc., a licensed money transmitter, who is providing certain services related to your ALINE Card, at 877-237-4321. If you still have an unresolved complaint regarding our money transmission product or service, please direct your complaint to the appropriate agency.

Alaska cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please contact The State of Alaska Department of Commerce. Complaints must be written and signed. No telephone complaints.

State of Alaska
Division of Banking & Securities
550 W. 7th Avenue, Suite 1850
Anchorage, Alaska 99501
Website: http://commerce.state.ak.us/dnn/Portals/3/pub/Complaint_Form.pdf

Arizona cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please direct your complaint to the Arizona Department of Financial Institutions at:

Arizona Department of Financial Institutions
2910 North 44th Street, Suite 310
Phoenix, Arizona, 85018
E-mail: consumeraffairs@azdfi.gov
Facsimile: 602-381-1225

Arkansas cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please direct your complaint to the Arkansas Securities Department at:

Arkansas Securities Department
Heritage West Building, Suite 300
201 East Markham Street
Little Rock, Arkansas 72201-1692
Phone: (800) 981-4429

California cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please contact the California Department of Business Oversight at:

Department of Business Oversight
Attn: Consumer Services
1515 K Street, Suite 200
Sacramento, CA 95814
Phone: (866) 275-2677
Email: consumer.complaint@dbo.ca.gov

Colorado cardholders see below for information about filing complaints about our money transmission product or service:

If there are questions or concerns regarding a transaction with ADP Payroll Services, Inc., please contact the Colorado Division of Banking at 303-894-7575 or by mail at:

Colorado Division of Banking
1560 Broadway, Suite 975
AA23

Denver, Colorado 80202

Consumer complaints must be submitted in writing, providing as much detail as possible. Please include the following information:

- The name of the institution and the name of any person(s) at the institution with whom the complainant has had contact. Include telephone number(s) and addresses.
- A complete description of the complaint and any efforts that have been made to resolve the complaint directly with the institution.
- Copies of any available documentation supporting the complaint and efforts toward resolution.
- Any suggestions regarding a preferred resolution of the complaint.

Florida cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please download and submit your complaint form to the Florida Office of Financial Regulations at:

Florida Office of Financial Regulation
Division of Consumer Finance
Consumer Assistance Group
200 E. Gaines Street
Tallahassee, FL 32399-0381
Phone: (850) 410-9805
Website: www.flofr.com

Georgia cardholders see below for information about filing complaints about our money transmission produce or service:

Department of Banking and Finance for the State of Georgia
2990 Brandywine Road Suite 200
Atlanta, Georgia 30341
Phone: (770) 986-1633

Maryland cardholders see below for information about filing complaints about our money transmission product or service:

The Commissioner of Financial Regulation for the State of Maryland will accept all questions or complaints from Maryland residents regarding ADP Payroll Services, Inc., License No. 9129 at:

Commissioner of Financial Regulation
Attention Consumer Services Unit
500 North Calvert Street, Suite 402
Baltimore, Maryland 21202
Phone: (888) 784-0136
Email: CFRComplaints@dflr.state.md.us

Minnesota cardholders see below for information about filing complaints about our money transmission product or service:

If you have any complaints regarding money transmission activities, please download and submit your complaint form to the Minnesota Department of Commerce at:

State of Minnesota
Department of Commerce
Division of Financial Institutions
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
Phone: (800) 657-3602

Email: consumer.protection@state.mn.us

New Jersey cardholders see below for information about filing complaints about our money transmission product or service:

Consumer complaints may be submitted in writing by mail, by telephone, by fax, in person or by accessing the website:

New Jersey Department of Banking & Insurance Consumer Inquiry and Case Preparation Unit

P.O. Box 471

Trenton, New Jersey 08625-0471

Phone: (609) 292-7272 or (800) 446-7467 (Consumer Hotline)

Fax: (609) 777-0508

Website: <http://www.state.nj.us/dobi/consumer.htm>

New York cardholders see below for information about filing complaints about our money transmission product or service:

Inquiries or complaints must be submitted on-line through the consumer complaint form. Electronic copies of supporting documents can be uploaded when you submit your complaint. Supporting documents may also be sent by mail or fax. Please include your file number you received when you submitted your complaint.

New York State Department of Financial Services

Consumer Assistance Unit

One Commerce Plaza

Albany, NY 12257

Fax: (212) 480-6282

Website: www.dfs.ny.gov

Rhode Island cardholders see below for information about filing complaints about our money transmission product or service:

As an entity that conducts money transmission activities in Rhode Island, ADP Payroll Services, Inc. is required by law to be licensed by the Rhode Island Department of Business Regulation ("Department") pursuant to R.I. Gen. Laws §§ 19-14-1 et seq. The Department will accept all questions or complaints from Rhode Island residents regarding ADP Payroll Services, Inc. at:

Attn: Division of Banking

Rhode Island Department of Business Regulation

1511 Pontiac Avenue, Bldg 68-2

Cranston, Rhode Island 02920

Phone: (401) 462-9503

<http://www.dbr.ri.gov/questioncomplaints/>

The ALINE Card is issued by the MB Financial Bank N.A., member FDIC. The Consumer Financial Protection Bureau is the federal governmental entity responsible for the regulation and oversight of MB Financial Bank N.A. and may be contacted at:

Consumer Financial Protection Bureau

P.O. Box 4503

Iowa City, Iowa 52244

Phone: (855) 411-CFPB (2372)

TTY/TDD (855) 729-CFPB (2372)

Fax: (855) 237-2392

Hours: 8 a.m. – 8 p.m. Eastern, Monday – Friday

www.consumerfinance.gov

Texas customers see below for information about filing complaints about our money transmission product or service:

If you have a complaint, first contact the consumer assistance division of ADP Payroll Services, Inc. at 877-237-4321, if you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to:

Texas Department of Banking
Special Audits Division
2601 North Lamar Boulevard
Austin, Texas 78705-4294
Toll Free #: (877) 276-5554
Email: mbs@dob.texas.gov
Website: www.dob.texas.gov

XXIII. Identity Theft Resolution Services Offered by MasterCard

Your ALINE Card will have new benefits. Benefits will include Identity Theft Resolution Services. To learn more about this valuable benefit or to request a printed Guide to Benefits, please call 1-800-MC-ASSIST (1-800-622-7747). You can also visit www.mastercard.us/idtheftassisted for a full description of the new benefits and how to use them.

Your ALINE Card can give you added piece of mind. Take advantage of valuable benefits, including Identity Theft Resolution Services. This benefit will assist you if you may have been a victim of identity theft. Services include help with credit bureau notification and card replacement for your ALINE Card and all of the cards in your wallet.

Identity Theft Resolution benefits include:

- 24/7 access to certified resolution specialists
- Assistance from a specialist to help you notify all three major credit reporting agencies
- Assistance with requesting credit reports
- Assistance with completing paperwork to alert various parties of the potential fraud
- Assistance with cancellation of all of the lost cards in your wallet
- Education about how Identity Theft can occur and protective measures to avoid further occurrences

This Card is issued by
MB Financial Bank, N.A.
6111 North River Road
Rosemont, IL 60018

CARDHOLDER AGREEMENT FOR
MASTERCARD® PREPAID CARD
(ALINE CARD BY ADP®)