

WageWorks Visa® Prepaid Health Care Card**Cardholder Agreement****IMPORTANT – PLEASE READ CAREFULLY****Terms and Conditions/Definitions for the WageWorks Visa Prepaid Health Care Card**

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the WageWorks Visa Prepaid Health Care Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Card" means the WageWorks Visa Prepaid Health Care Card issued to you by The Bancorp Bank, Wilmington, Delaware. "Issuer" means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. "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. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into 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 your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your 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. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your 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 request additional Cards for use by any of your eligible dependents. There is no limit to the number of cards you can request. You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person's use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with your Card Account.

Cash Access

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

Loading Your Card

You may not load additional funds to your Card, called "value loading". Only your "Program Sponsor" may load additional funds to your Card. The minimum amount of the initial value load is \$1.00. The minimum amount of each value reload is \$1.00. The maximum amount of the initial value load is \$999,999.99. The maximum amount of each value reload is \$999,999.99. You will have access to your funds no earlier than the start of your Program Sponsor's Plan start date or upon eligibility as described in the Plan documents.

Using Your Card/Features

The maximum amount that can be spent on your Card per day is the available balance on your Card Account. The maximum value of your Card is restricted to \$999,999.99. The Card allows you to make purchases based on the available balance associated with your Plan.

You may use your Card to pay for eligible health care expenses ("Eligible Expenses") at merchants that sell products and services that qualify as Eligible Expenses and that accept Visa Debit cards ("Eligible Merchants") as long as you do not exceed the value available on your Card Account. Note: The Card cannot be used wherever Visa Debit cards are accepted. If you do not wish to use the card, you may be able to obtain reimbursement of Eligible Expenses by means of a paper claims process.

You have received the Card as a means of convenient and secure access to a fixed dollar amount representing the available balance in your Plan. You agree that (a) you are a U.S. citizen or legal alien resident in one of the 50 U.S. states or the District of Columbia and have a verifiable U.S. mailing address; (b) you are at least 18 years of age; (c) you will not use or attempt to use your Card to make purchases other than for Eligible Expenses from Eligible Merchants; (d) you will not engage, or attempt to engage, in one or more transactions that exceed the dollar amount of the balance on our records associated with the Card; (e) you will repay to us, upon demand, any amounts that represent purchases other than for Eligible Expenses from Eligible Merchants or that exceed the amount of the balance on our records associated with the Card. You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you do any of the following: (a) activate the Card, (b) sign the back of the Card; (c) use the Card; or (d) receive the Card pursuant to your request.

Your Card may be suspended if you fail to abide by the above rules. You will be notified if there is any action you can take to earn back your Card privileges. You must surrender a revoked Card and you may not use an expired or revoked Card. Upon revocation, any balance associated with the Card will remain available to you for reimbursement of Eligible Expenses by means of a paper claims process. Your Card will expire at the earlier of: (1) the expiration date indicated on the front of the Card, or (2) the date you discontinue coverage under all associated Plans. Upon expiration, any balance associated with the Card will remain available to you for reimbursement of Eligible Expenses by means of a paper claims process in accordance with the rules of the Plan.

Some merchants do not allow cardholders to conduct split transactions where you would 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 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 your Card, your Card is likely to be declined. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization 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.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. 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.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

Card Replacement

If you need to replace your Card for any reason, please contact us at www.wageworks.com on the internet, or by calling 1 (877) 924-3967 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc.

Charges Made In Foreign Currencies

If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which your 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.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipts or copies of your receipts to verify your transactions, for your tax records, and for possible Card use verification.

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online at www.wageworks.com or by calling 1 (877) 924-3967 seven days a week, twenty-four (24) hours a day. In addition to the available balance you may also access your activity online which will show all debits and credits posted to the Card for that period. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us each time at 1 (877) 924-3967.

Fee Schedule

The administrative fees for this Card have been paid for by your employer.

Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your 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 your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at 1 (877) 924-3967. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of any transaction(s) that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days from the transaction date or settlement thereof, whichever is later, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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 anytime. 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. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information About Your Right to Dispute Errors

In case of errors, questions or if additional information is needed regarding your transaction(s), call 1 (877) 924-3967 or write to Cardholder Services, P.O. Box 60068, Phoenix, AZ 85082-0068. You must contact us no later than sixty (60) days of the transaction date or settlement thereof, whichever is later.

1. Provide your name and Card number (if any).
2. Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (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 we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service

For customer service or additional information regarding your Card, please contact us at:

WageWorks, Inc.
P. O. Box 60068
Phoenix, AZ 85082-0068

This Cardholder Agreement is effective 09/2010.