

Global Benefits EM2 Cardholder Disclosure and Fee Schedule

TERMS AND CONDITIONS

AGREEMENT - These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we," "our," or "us" mean Herring Bank and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent.

Much of our relationship with our customers is regulated by state and federal law. Such laws include laws relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, and the law regarding electronic funds transfer. This body of law is too large and complex to be reproduced here.

The purpose of this agreement is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature card for the account or in some other written form.

NATURE OF ACCOUNT – Your Account is a pre-paid stored-value account. You may only access the funds in your account by use of the Card issued to you, through drafts on your account or as otherwise set forth in this Agreement.

LIABILITY - You agree, for yourself and the person or entity you represent if you sign as a representative of another to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. You also agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

CREDITS - Any items, other than cash, accepted for as a credit to your account will be given provisional credit only until collection is final (and actual credit for credits, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars). Subject to any other limitations, interest will not be paid on any balances. We are not responsible for transactions initiated by mail until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless otherwise clearly indicated on the account records, you may withdraw or transfer all or any part of the account balance at any time on forms approved by us. We may charge your account for a draft or manual transfer, even though payment was made before the date of the draft or manual transfer, unless we have received written notice of the postdating in time to give us a reasonable opportunity to act. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If

we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION – This account has no beneficiary designation. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. Your will may, or may not, control the disposition of funds held in this account. You agree that this account is a Single-Party Account Without P.O.D. This means that you own the account. On your death, ownership of the account passes as a part of your estate under your will or by intestacy.

AMENDMENTS AND TERMINATION - From time to time we may amend any term of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.

STATEMENTS - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ELECTRONIC TRANSFERS - If, in connection with an electronic transfer, we credit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

You agree that this account is not an IRA or other tax-deferred retirement account. We will not be liable for the dishonor of any electronic transfer, draft, or any other manual transfer, when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all drafts, manual transfers, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

FUNDS AVAILABILITY

Funds Availability is your ability to access your balance, or the funds in your account. This policy statement applies to all accounts. Our policy is to make funds available to you on the first business day after the day we receive credits to your account. Electronic transfers will be available on the day we receive the transfer. Once the funds are available, you can access them with your card. Additionally, we will use the funds to pay money orders or drafts that are presented against your account.

Please remember that even after we have made funds available to you and you have accessed the funds, you are still responsible for credits that are returned to us unpaid and for any other problems involving your Account.

Determining the Availability of a Credit. For determining the availability of your credits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you credit your account before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your credit. However, if you credit your account after 4:00 p.m. or on a day we are not open, we will consider that the credit was made on the next business day we are open. If we cash a check for you that is drawn on a

bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had used it to credit your account.

If we accept for credit a check that is drawn on a bank, we may make funds from the credit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on balance in another account with us. The balance in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you to credit your account.

Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic credits to your account will be available on the day we receive the credit. Credits from cash, wire transfers, and the first \$5,000 of a day's total of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day you credit them to your account if the credit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day you credit them to your account. If the credit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your Credit.

Funds from all other checks will be available on the tenth business day after the day you credit them to your account.

YOUR PRIVACY

Your privacy is important to us. When you do business with us, you provide important information about yourself. You're asked to provide us with certain personal information that helps us give you better service and complete your transactions more efficiently. It is very important that we safeguard the information you give us. We have developed policies to ensure your records remain confidential. These policies detail the strict standards we have in place.

NOTICE OF OUR FINANCIAL PRIVACY RIGHTS – This is our privacy notice for our customers. This applies to all of our consumer customers who have a continuing relationship with us, such as your account.

"Nonpublic Personal Information" means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from records public sources, such as telephone directories or government records. An "Affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. A "Nonaffiliated Third Party" is a company that is not an Affiliate of ours.

THE INFORMATION THAT WE COLLECT – We collect nonpublic person information about you from the several sources including (a) information we receive from you on applications or other forms, (b) information about your transactions with us, (c) information about your transactions with our Affiliates, (d) information about your transactions with nonaffiliated third parties, and (e) information from a consumer reporting agency.

INFORMATION WE DISCLOSE ABOUT YOU – We do NOT disclose any nonpublic personal information about you to anyone, except as permitted by law.

PARTIES TO WHOM WE DISCLOSE INFORMATION – We may disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law.

INFORMATION WE DISCLOSE TO SERVICE PROVIDERS AND JOINT MARKETERS – We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements as permitted by law.

THE CONFIDENTIALITY OF YOUR NONPUBLIC PERSONAL INFORMATION – 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 standards to guard your nonpublic personal information.

NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS – We do not disclose nonpublic personal information about former customers, except as permitted by law.

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and routing information. This information can be found on your convenience drafts or by

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contacting us. Thus, you should only provide your routing and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include:

- **Preauthorized credits.** You may make arrangements for certain credits to be accepted by your account;
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your account;

Access Card transactions - You may access your account(s) by ATM using your Card and your personal identification number (PIN) to (a) withdraw cash, (b) transfer funds, (c) get balance information, (d) credit your account, (e) cash a check, or (f) identify yourself for other services. Some of these services may not be available at all terminals or locations.

Debit Card point-of-sale transactions - If you have the appropriate privileges, you may access your account (t) by debit card to (a) purchase goods in person or by phone, (b) pay for services in person or by phone, or (c) get cash from a participating merchant or financial institution.

Limits and fees - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Limitations on frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings account(s):

Terminal transfers - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized credits - If you have arranged to have credits made to your account at least once every 60 days from the same person or company, the person or company making the credit will tell you every time they send us the money, and/or you can contact us to find out whether or not the credit has been made.

Periodic statements - For a fee, you may opt to receive a monthly account statement from us.

Preauthorized Payments

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the 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.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer - 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.

Our Liability

Liability for failure to make transfers - If we do not complete a transfer to or from your account 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 money in your account to make the transfer.
- (2) If you have a credit limit and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make (a) where it is necessary for completing transfers, (b) where the disclosure is made to an affiliate, (c) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (d) in order to comply with government agency or court orders, or (e) if you give us written permission.

Unauthorized Transfers

(a) Consumer liability.

(1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss

or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limits on Liability for debit cards, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your 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, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. 'Unauthorized use' means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your personal identification number, which are not processed as a MasterCard debit transaction without a PIN.

(b) **Contact in event of unauthorized transfer.** If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first credit is made, unless each of you has an established account with us before the account is opened. 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 have inquiries regarding your account, please contact us at:

**Herring Bank
Payroll Card Department
2201 Civic Circle
Amarillo, TX 79109
866-348-3435**

Our business days are Monday, Tuesday, Wednesday, Thursday, and Friday, except for banking holidays published annually by the Federal Reserve Bank.

Notice Of ATM Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your manual transactions at home (for instance, by filling out a credit slip) to minimize your time at the ATM facility.
- (2) Mark each transaction in your account record, but not while at the ATM facility. Always save your ATM receipts. Don't leave them at the ATM or night drop facility because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Don't lend your Card to anyone.
- (5) Do not leave your card or documents at the ATM facility.
- (6) Protect the secrecy of your Personal Identification Number (PIN). Protect your card as though it were cash. Don't tell anyone your PIN. Don't give anyone

information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse. You can also prevent others from seeing your PIN by using your body or hands to shield its view.

- (7) If you lose your Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (8) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM facility.
- (9) Don't accept assistance from anyone you don't know when using an ATM facility.
- (10) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- (11) Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
- (12) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.

Limits and Fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Monthly and Transaction Fees (in dollars)	
Monthly Account Fee	\$0.00
PIN Purchase via Point of Sale	\$1.00
SIG Purchase via Point of Sale	\$1.00
PIN Point of Sale with Cash Back	\$1.00
Cash Withdrawal at ATM (US)	\$3.00
Cash Withdrawal at International ATM	\$3.00
Cash Advance on MasterCard	\$5.00
Balance Check via ATM (US)	\$1.25
Balance Inquiry via International ATM	\$2.50
Balance Check via Voice Inquiry	\$3.00/per minute
Balance Check via Internet	\$.00
Monthly Statement via U.S. Mail	\$2.50
Bill Pay via E-Check ACH	\$.20
Card to card transfer	\$1.50
ATM declines	\$1.25
E-mail Transaction Notification	\$.50
Direct Deposit ACH credit	\$.00
Wire transfers (Outgoing)	\$55.00
Wire transfers (Incoming)	\$55.00
All Stop Payments	\$15.00
Overdraft (each overdraft paid)	\$18.00
NSF ACH Items	\$15.00

Other Fees and Limits

MC Debit Cards Issued	\$15.00
PIN Card Issued	\$5.00
Replacement Card or PIN	\$15.00
Card or Account Cancellation Fee	\$10.00
Dormant Card Fee (90 days)	\$3.00
Reset PIN	\$1.00
Daily Dollar Limit	\$2500.00
Daily Point of Sale Dollar Limit	\$2500.00
Hotcard or stolen card fee	\$10.00
Overnight shipment of MasterCard	\$75.00