

THIS AGREEMENT IS EFFECTIVE AS OF AUGUST 2007 AND REPLACES ANY PREVIOUS AGREEMENT FOR THIS CARD.

IMPORTANT - PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the First Vineyard Prepaid MasterCard®

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the First Vineyard Prepaid MasterCard 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 First Vineyard Prepaid MasterCard issued to you by The Bancorp Bank. "Issuer" means The Bancorp Bank. The Bancorp Bank 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 Bancorp Bank, 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 Bancorp Bank 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 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.

Obtaining Your Card

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Identity verification will be performed on each applicant and we may review your credit history. You must be at least eighteen (18) years old and have a physical street address in the United States among other requirements. We reserve the right to decline your application if we are not able to fully verify your personal information.

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 not request an additional Card for another person

Personal Identification Number

You will receive a Personal Identification Number ("PIN") with your Card Account. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Cash Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by merchant that bears the MasterCard®, Maestro®, or Cirrus® brand. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM.

The maximum cumulative amount that may be withdrawn from an ATM or bank teller per day is \$500. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

Loading Your Card

You may add funds to your Card, called "value loading", at any time. The minimum amount of each initial value load is \$20. The minimum amount of each value reload is \$20. The maximum amount of each initial value load is \$2,500. The maximum amount of each value reload is \$2,500. The maximum number of times you may load your Card per day is three (3). You may add value or load your Card via direct deposit, bank ACH direct load, bank wire transfer, or through participating retail load partners with cash. For detailed load instructions and a list of participating retail load partners log into your Card Account at www.FirstVineyard.com. The retail load partner may impose additional limitations on the frequency and amount of load transactions. By making loads through the participating retail load partners you agree to abide by the terms and conditions of each such partner.

Direct Deposit Account

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

Using Your Card/Features

The funds on your Card are FDIC insured; The Bancorp Bank, Member FDIC. The maximum amount that can be spent on your Card per day is \$2,500. For security reasons, we reserve the right to impose limits on the maximum total dollar value that may be loaded on your Card.

You may use your Card to purchase or lease goods or services wherever MasterCard debit cards or Maestro cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. 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 fifteen (15) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. When the Card is used for rental car transactions, an additional 15% or more will be added to the merchant authorization until the authorization is settled.

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 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. We may automatically deduct any amount you owe under the Agreement from any value loaded to the Card.

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 on normal transactions and ninety (90) days on car rentals.

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.

Charges Made in Foreign Currencies

If you obtain your funds or 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 MasterCard International Incorporated 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 MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or 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 1% of the transaction amount and will retain this amount as compensation for its service.

Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipts to verify your transactions.

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 or by calling 1-800-507-0475. Statements in electronic format will be made available free of charge at www.FirstVineyard.com during each month in which a transaction occurs. 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-(801) 383-1010. However, there is a fee for this service.

Fee Schedule

The fees set forth on the attached schedule of fees will be charged for the issuance, maintenance and use of your Card. You agree these fees may be deducted from any value that is to be loaded to your Card or that is stored on your Card Account. If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

Confidentiality

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

- (a) Where it is necessary for completing transactions;
- (b) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (c) In order to comply with government agency, court order, or other legal reporting requirements;
- (d) If you give us your written permission; or
- (e) 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:

- (a) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (b) If a merchant refuses to accept your Card;
- (c) If an ATM where you are making a cash withdrawal does not have enough cash;
- (d) 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;
- (e) If access to your Card has been blocked after you reported your Card lost or stolen;
- (f) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (g) If we have reason to believe the requested transaction is unauthorized;
- (h) 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
- (i) 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 1-800-507-0475. Under MasterCard International Bylaws and Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0 if you notify us promptly and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days, you can lose no more than \$50 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.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you became aware of the transaction and/or after the statement was made available to you, 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 or 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

IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EXTRAORDINARY DAMAGES, SPECIAL OR PUNITIVE DAMAGES. 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 South Dakota 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 and paying the applicable fee set forth below. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Privacy and Data Protection

(a) Information we collect ("Cardholder Information"):

- (i) Information about purchases made with the Card, such as date of purchase, amount, and place of purchase;
- (ii) Information you provide to us when you apply for a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

(b) Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(c) We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to develop marketing programs, to help protect against fraud, and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services, including marketing services, on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas. You agree that we may make such investigative inquiries, as we deem appropriate in connection with the issuance and use of the Card. We can furnish information concerning the Card or your use of the Card to consumer reporting agencies and others who may properly receive that information.

Telephone Monitoring and Recording

From time to time we may monitor and record your telephone calls regarding your Card to assure the quality of its service.

Payment Information

Do not mail any cash payments, personal checks, money orders or U.S. Postal Service money orders. These forms of payment will not be accepted and will be returned.

Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-(801) 383-1010 or write to First Vineyard Prepaid MasterCard, P.O. Box 71402, Salt Lake City, UT 84171 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

- (a) Provide your name and Card number (if any).
- (b) 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.
- (c) 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. 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 Document Controlling

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:

First Vineyard Prepaid MasterCard
P.O.Box 71402
Salt Lake City, UT 84171
1-(801)-383-1010

Revision Date: 09/2007

First Vineyard Card Account — Schedule of Fees

Enrollment Fees	
Annual Fee	NONE
Activation Fee	\$9.95 (Non-refundable, one time fee,)
Regular Shipping Fee	FREE
Express Mail Fee	\$15.00 (each)
Card Fees	
U.S. Transaction Fee (Point of Sale)	FREE
Foreign Transaction Fee (Point of Sale)	\$0.50 (each)
U.S. ATM Withdrawal Fee	\$2.00 (each)
International ATM Withdrawal Fee	\$4.50 (each)
ATM Balance Inquiry Fee	\$1.00 (each)
ATM Decline Fee	\$1.00 (each)
Paper Statement Fee	\$3.00 (each)

Cash Advance Fee (non-ATM transaction)	\$4.50 (each)
Monthly Fee	\$6.95 (per month)
Replace Card Fee	\$15.00 (per replacement Card)
Cancellation Fee (charged if a check is issued for remaining funds on your Card Account)	\$15.00 (each)
Add Cash Fees	
Payroll Direct™ (direct deposit)	FREE
PayPal®	FREE
ACH Direct	FREE
Retail Cash Load Fee	Varies by retail partner**. Log in to your Card Account online for detailed retail load fees
Load Fee (Wire Transfer Fee)	\$4.95 (each)
Load Fee (MoneyGram® and Visa ReadyLink Convenience Fee)	\$1.00* (each)
Return Check Fee (charged when a check or item is returned or when a stop payment is placed on a billpay paper check)	\$25.00 (each)
Unique Features	
Online Card Account management	FREE
Deposit money into the account of any First Vineyard member	FREE
Toll-free 24-hour Card Account information line	FREE
Real-time spending summary	FREE
Real-time Card Account detail report	FREE
Real-time Card Account alert messaging	FREE
Click-n-Pay™ Electronic Fee	\$0.50 (each)
Click-n-Pay™ Paper Check Fee	\$1.00 (each)
Send Cash Fee (send money to any bank)	\$0.50 (each)
Phone Call Fee (make a call via the Card Account information line)	\$0.06 per min**

** MoneyGram may charge an additional service fee for using its services. Any MoneyGram fee amount is an independent fee assessed by MoneyGram only and is not assessed by The Bancorp Bank. The merchant may charge an additional service fee for using its services to accept a ReadyLink payment. Any fee charged by the merchant on a ReadyLink load is an independent fee assessed by the merchant only and is not assessed by us.*

*** This fee amount is an independent fee assessed by the individual retailer or Card processor only and is not assessed by The Bancorp Bank.*

Our Privacy Notice

Your First Vineyard Prepaid MasterCard Card account is operated by The Bancorp Bank and subscribes to The Bancorp Bank's privacy policy.

The Bancorp Bank values each and every customer relationship. Customers such as you have entrusted us not only with your finances, but also with your personal information. To protect and maintain this relationship, we've adopted a privacy policy to maintain the confidentiality of the information you have shared with us.

We recognize your expectations for the responsible use and protection of your information and your right to privacy. To this end, The Bancorp Bank will maintain standards to reasonably ensure that your information is private and secure at all times. This notice will describe how your information is used, protected, and the benefits such use provides to you.

How we use, collect, and retain information about you.

Your relationship is important to us and we're committed to providing you with the best service possible. To do that, we gather information from a variety of sources to keep you informed about the many financial services, products, and benefits available to you as a The Bancorp Bank customer and to provide you the ability to manage your finances most effectively. For example, we collect information from the following sources:

1. From you whether in writing on applications, by telephone, electronically or by any other means. This information may include your name, address, employment information, and income;
2. Transactions with others or us. This information may include your account balances, payment history and account usage;
3. Consumer reporting agencies. This information may include account information and information about your creditworthiness and credit history; and,
4. Public sources. This information may include real estate records and telephone numbers.

If you end your customer relationship with us or become an inactive customer, we will treat the information we have about you as if you were still our customer.

Responsible use of information provides customer benefits.

The information we collect provides significant benefits to you, our customer. This information:

1. Enables us to better understand your financial needs;
2. Assists us as we improve products and enhance customer service;
3. Allows us to comply with laws and regulations; and
4. Helps us protect you against fraud.

We will maintain accurate information about you.

We continually strive to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please call us at 1-877-554-2339. We will investigate your concerns and correct any inaccuracies.

We will maintain a security program to protect your information.

We are committed to the security of your financial and personal information. We safeguard information according to established security standards and procedures, and we continually assess new technology for protecting information. We restrict access of personal information about you to those employees who need to know that information to provide products or services to you. Our employees are trained to understand and comply with these information principles. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information. You may view our Security policy on our web site which provides additional detail.

Restrictions on disclosing your personal account information to outsiders.

We will not share your confidential information with any company or third party except as required or permitted by law. This means, for example, that we can disclose your confidential information:

- To third parties that help us provide products or services to you, such as companies that print your checks, data processors that work for the Bank, mail companies, or software vendors;
- To third parties that assist us in marketing accounts and services; to other financial institutions with which we have joint marketing agreements to enhance our financial product or service offerings;
- To investors or other financial institutions that purchase loans from us;
- To consumer reporting agencies;
- To third parties that process or service a financial product, service or transaction that you requested or authorized;
- To respond to a subpoena, court order or judicial process; to pursue a sale, merger, or transfer of all or a portion of a business or operating unit; to our regulators and auditors; to protect against or prevent fraud, manage risk, or resolve customer disputes;
- To a third party to whom you specifically authorize us to share the information.

Whenever other companies or third parties provide services for us or on our behalf, we require them by contract to maintain the appropriate safeguards to ensure the security and the confidentiality of the information that we provide them.

Because certain disclosures of confidential information are specifically required or permitted by law, we can make these disclosures even if you prefer we do not do so. Therefore, you do not have to respond to this notice in any way.

We will maintain your privacy in business relationships with non-related third parties.

If we do provide customer information to a third party, we will insist, through a written agreement, that the third party adheres to similar privacy principles to those that The Bancorp Bank adheres to for keeping this information confidential.

Disclosing our privacy commitment to you.

At The Bancorp Bank, we value our customer relationships. We want you to understand how we use the information you provide and our commitment to ensuring your personal privacy. If you have any questions about how The Bancorp Bank protects your confidential information, please contact us at 1-877-554-2339.

Use of Cookies

Our web site may use a feature of your Internet browser called a cookie. A cookie is a piece of information which a web server may place on your computer when you visit a web site. The use of cookies is to facilitate your Internet session, to maintain security and to improve the user experience. For example, we use cookies to verify your identity, remember your personal settings such as your offer preferences, and to monitor your use of our website to improve our services. If you choose not to enable cookies on your browser, you will not be able to use some of the services offered on our web site.

Children's Privacy

We do not knowingly collect or use personal information from children under 13 without verifiable consent from their parents.

Member FDIC