

COMMERCE BANK PREPAID EXPENSE CARD

CARDHOLDER AGREEMENT

(Keep this document in your records for future reference)

This Prepaid Expense Card Cardholder Agreement (“Agreement”) sets forth the terms and conditions governing the issuance and use of the Commerce Bank Prepaid Expense Card (“Card”). In this Agreement, the words “you” or “your” mean the recipient of the Card and/or any authorized user who has possession of the Card; the words “we”, “our” or “us” mean Commerce Bank, the issuer and owner of the Card; and the word “Sponsor” means the individual or entity who requested that Commerce Bank issue the Card to you and who has the authority to place additional funds on the Card (“reload”) from time to time. Acceptance of the terms and condition of this Agreement is evidenced by your signing the Card, activating the Card and/or using or permitting another to use the Card to make any transaction. The Card is offered to you through your employer or other business or nonprofit entity where you maintain an affiliate relationship (“Sponsor”). The Sponsor is not the issuer of the Card but may limit some functions of your Card.

The Card is a reloadable, prepaid card. This means that there is no separate deposit account established for you at Commerce that is associated with the Card. There is a limited purpose host account at Commerce in which the funds that are stored on the Cards are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement and as approved by Sponsor. The funds belong to the Sponsor, and the underlying funds on deposit with Commerce are not FDIC insured for your benefit. THE CARD IS NOT A CREDIT CARD.

USING YOUR CARD

You may only access the funds with your Card in accordance with this Agreement and as approved by the Sponsor. You may not make any deposit, withdrawal or any other transaction with the Card, except for the transactions described in this Agreement. See **Types of Available Transfers and Limits on Transfers**. The Sponsor has the right to limit where and how you may use the card. Use of the Card is subject to Sponsor limitations and Card balance.

Activation, PIN Registration and Signature. If your Card is not already activated, before using your Card, you must:

- activate it by visiting us online at www.commercebank.com/expense or by calling 844-688-4720 and following automated instructions; and
- select your PIN (Personal Identification Number); and
- sign the reverse side of the Card.

Cards not activated within 6 months of issuance will be closed to prevent fraudulent use. Please contact your Sponsor or Customer Service at 844-688-4720 for card reissue and replacement. See the Fee Schedule for fees related to replacement cards.

Merchant Use and Acceptance: The Card may be used (i) to purchase goods and services at any merchant that accepts Visa debit cards worldwide and (ii) to access cash at an ATM or bank that accepts Visa/Plus. The Card cannot be used for Internet lotteries, betting, gambling or any illegal activity. We are not responsible if a merchant refuses to honor your Card. You cannot stop payment on any purchase with your Card after it has been completed.

Card Amount: Cards will be loaded with the amount requested by the Sponsor. Each time you use the Card, the Card balance is reduced by the amount of the transaction. In the event that Commerce, in its sole discretion, settles or pays a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, there will be a negative balance on your Card. We will deduct the negative balance amount from your Card's balance upon reload by the Sponsor. If your Card has a negative balance and no further load occurs, Sponsor must pay Commerce the amount of the negative balance. The Sponsor may hold you responsible for the negative balance amount.

Expiration and Renewal: The Card will expire on the expiration date embossed on the front of the Card. If, within the 12 month period prior to the expiration date, (i) the card has been used for a transaction or you have made an inquiry regarding the Card and (ii) the Sponsor has not closed the Card account, you will automatically receive a new card with a new expiration date embossed on the front of the Card. If there is no transaction or inquiry activity within any 12 month period, the remaining funds on the card will be returned to the Sponsor by Commerce Bank. All transactions will be declined in any of the following instances: (i) after card expiration, (ii) after 12 months of inactivity and the funds have been returned to the Sponsor, or (iii) if the Sponsor has closed the Card account.

Authorized Users: You are the only authorized card user. If you permit another person to use your Card, all purchases made by this person will be deemed authorized transactions and you are responsible even if this person's use exceeds the limit you authorized or intended.

Your Personal Identification Number/Signature on the Card: The Card will be issued to you by Commerce upon approval of your application received from the Sponsor. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify Commerce at once. The PIN is for your use and protection. You agree to: (a) not disclose the PIN or otherwise make it available to anyone else; (b) be liable for the PIN and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your PIN as your authorization for any Transaction using the Card and PIN. We reserve the right to implement additional security procedures, such as limiting the frequency and dollar amount of transactions from your Card for security reasons. A PIN may not be needed in order to purchase goods or services at merchant locations that accept Visa® debit cards. In the event your PIN is stolen, you must notify us immediately (call toll free at 844-688-4720). In the event your PIN is disclosed to any unauthorized person, whether by your failure to maintain confidentiality of the PIN, failure to keep the PIN and the card separate or otherwise, you shall be liable for all transactions through use of the PIN whether or not incurred by you. We reserve the right, without notice, to withdraw and/or cancel your privilege of use of ATMs.

There is a panel on the back of the Card for your signature. You should sign this panel on your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card.

Text Alerts: You can elect to have SMS text alert messages, including your Card balance, sent to your cell phone by signing into your online account at www.commercebank.com/expense. There is no fee for text alerts, but message and data usage fees may apply. See your wireless or VoIP provider for more information.

Role of the Sponsor: The Sponsor is responsible for transferring funds to Commerce to load onto your Card. Funds will be transferred by the Sponsor to Commerce and loaded onto your Card by Commerce according to the schedule agreed to by the Sponsor and Commerce. Commerce has no obligation to you in the event the Sponsor delays in providing or fails to provide funds to fund your Card. The Sponsor retains the right to deduct from the funds stored on the Card. You hereby authorize Commerce to accept instructions from the Sponsor to add or deduct funds from your Card, and in the case of a deduction, to return those funds to the Sponsor. If you have a dispute with the Sponsor about the amount of

any loads onto or deductions from the Card, you agree to not involve Commerce in that dispute and to resolve that dispute solely with the Sponsor.

The Sponsor will have access to your Card information to monitor Card activity and balances. The funds belong to the Sponsor who may cancel or suspend the card and recall the funds at any time. The Sponsor has the right to limit where and how you may use the card. There is no credit line associated with your Card. This means that you must have a sufficient balance of funds on the Card at the time of a transaction in order to pay for the transaction. If a merchant or an ATM operator attempts to submit a transaction on the Card for an amount that is greater than the current balance on your Card, the transaction may not be approved by Commerce. In the event that Commerce, in its sole discretion, settles or pays a transaction with your Card when there are insufficient funds stored on the Card to pay for the transaction, there will be a negative balance on your Card. We will deduct the negative balance amount from your Card's balance upon reload by the Sponsor.

What Constitutes Commerce's Business Day

Our business days are Monday through Friday. Federal holidays are not included.

Foreign Purchases: All purchases processed in a foreign currency will be converted to U.S. dollars under the rate selected by Visa from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate Visa receives) or the government-mandated rate in effect for the applicable processing date, increased by an amount not to exceed 3%. Conversion may occur on a date other than the date of the purchase, which may affect the conversion rate used. We do not control the rate, date or place of the exchange. Visa will use this procedure if a credit is subsequently given for the purchase. The currency conversion rate on the date of the original transaction may differ from the rate in effect on the date the credit was issued.

Use at Gas Stations: Automated fuel dispensers (pay at the pump) may authorize a transaction of \$75 or more, resulting in a hold on your funds. To avoid this hold, pay the attendant in advance for a specified dollar amount. When paying at the pump, simply insert your Card and follow the instructions. If you are unable to complete the transaction at the pump, proceed inside and present your Card to the attendant prior to pumping.

Use at Restaurants, Hotels and Other Service Merchants: Restaurants, hotels and other service merchants such as bars, taxis, beauty/barber shops and spas may add from 10% to 25% to the amount of your purchase at the time of authorization to cover any anticipated gratuity and additional charges. If the amount of authorization is greater than the available Card balance, the purchase may be declined. To avoid problems, make sure that the amount of the restaurant or hotel bill (less any gratuity) is not more than 75% of the available Card balance. The actual amount processed to your Card must not exceed the amount of the bill plus the tip you add.

Purchases in Excess of Card Value: The amount of funds stored on the Card as shown on the records of Commerce will be determinative of the balance on the Card. Merchants are generally not able to determine the balance on your Card. Therefore, you should know your Card balance before you shop (see Card Balance, below). If you do not have a sufficient Card balance to make a purchase, you must let the merchant know in advance the amount of the Card balance and that you will be using two types of payment for the purchase. The excess amount should be paid before the Card is processed (by cash, credit card or check), otherwise the Card may be declined. We are not responsible if a merchant does not accept the transaction and you are not able to complete the purchase.

Merchant Disputes and Returns: You agree to settle any problems you have with the goods or services you purchased using your Card with the merchant that provided such goods or services. We have no liability for the goods or services you obtained with your Card.

When returning a purchase, the merchant will ask for the Card you used to make that purchase. Therefore, it is important to keep your Card even after the balance is depleted in case you need to return any purchased items.

Merchant Hold Periods: When you use your Card at certain merchant locations, the merchant may obtain a preauthorization for the purchase. The amount of the preauthorization may be more than the final transaction amount. When preauthorization occurs, a 3- to 5-day hold will be placed on the Card and those preauthorized funds will not be available for other Card uses during the hold period. Any excess will be placed back on the Card after the purchase is settled through the system. We are not liable for charges against the Card during the hold period.

Reduce your risk of loss. You can reduce the risk of losing your Card value by taking the following actions:

- Activate and sign the Card immediately upon receipt so that it cannot be used by anyone else.
- Treat the Card like cash, taking all reasonable care. The Card may be used without a PIN and, if lost, someone may use the full Card value.
- Visit the card website often (www.commercebank.com/expense) to review your transactions.
- Immediately contact Customer Service of a Card loss, theft or unauthorized use. (844-688-4720)
- Keep a record of your Card number, separate from your Card.

Types of Available Transfers and Limits on Transfers: Your Card may be used to access the funds stored on the Card. Provided funds are available on your Card, you may use your Card to perform the following types of transactions, as allowed by the Sponsor, in accordance with this Agreement:

- At an ATM displaying the Visa or Plus® logos, you may use your Card to (i) make withdrawals of cash up to the amount of funds stored on your Card (including applicable ATM fees) or (ii) obtain Card balance information. The Card can be used at ATMs within the United States and at international ATMs displaying the appropriate network identification.
- At any merchant displaying the Visa, Interlink® or Maestro® logos, you may use your Card to pay for purchases, goods and services and obtain cash up to the amount of funds stored on your Card. Any person honoring your Card may be required to obtain approval or authorization for any transaction. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again. You do not have the right to stop payment on any point-of-sale transaction originated by use of your Card.
- At any bank displaying the Visa logo, you may use your Card to obtain cash up to the amount of funds stored on your Card.

Some of these services may not be available at all terminals. We will not be liable or responsible for anyone's refusal to honor your Card.

CUSTOMER SERVICE

Customer service is available 24 hours a day, 7 days a week by calling us at 844-688-4720. You can also visit us online at www.commercebank.com/expense.

Card Balance, Transaction Information, and Periodic Statements: By visiting us online or by calling Customer Service, you can receive information regarding your Card balance and expiration date as well as a summary of your transactions. By visiting us online, you can register to receive balance and transaction updates via SMS text alert message and/or

email. There is no fee for balance and transaction updates, but message and data usage fees may apply. See your wireless or VoIP provider for more information.

You can access your periodic statements online at www.commercebank.com/expense.

Error Resolution Procedures: In case of errors or questions about your Card, call: 844-688-4720 or write: Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036 as soon as you can, if you think an error has occurred involving your Card. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your history of Card transactions, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 844-688-4720 or writing us at Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036. You will need to tell us:

- Your name and card number.
- 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.
- Tell us the date, type, merchant name (if applicable) and 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 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) calendar 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 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 ten (10) business days, we may not credit your Card.

Lost/Stolen Card or Unauthorized Use: If you believe your Card has been lost, stolen, or subject to unauthorized use, you agree to CALL CUSTOMER SERVICE IMMEDIATELY. Call: 844-688-4720 or write: Commerce Bank, P.O. Box 411036, Kansas City, MO 64141-1036. If you call us immediately and provide evidence that you are the Card owner, you will be reimbursed for unauthorized Card purchases. Regardless, you must call us within 60 days after the unauthorized use and provide the following information: your name, the Card number, the date of the last authorized use and the circumstances of the unauthorized use. We may require you to send a written statement within 5 days. A replacement card may be issued. See the Fee Schedule for fees related to replacement cards.

If you permit another person to use the Card, all transactions made by this person will be deemed authorized transactions and you are responsible even if this person's use exceeds the limit you authorized or intended.

Keep a record of your Card number in a safe place, separate from your Card, so that we can assist you if the Card is lost or stolen.

Damaged Card: If your Card has been damaged, contact Customer Service at 844-688-4720. If you can provide evidence that you are the Card owner, a replacement Card will be issued for the remaining Card balance and the original Card will be cancelled. See the Fee Schedule for fees related to replacement cards.

CANCELLATION/CARD PROGRAM CHANGES

We are the issuer and owner of the Card and may close down any Card functions at any time without prior notice to you. You will not be able to use a closed Card. If your Card is closed, your Sponsor may contact us for additional information.

Except as required by applicable law, we reserve the right to discontinue the Card program or add to, delete or amend the terms and conditions of this Agreement at any time by sending you written notice, posting the notice or revised Cardholder Agreement online at www.commercebank.com/expense, or by sending notice to your email address listed in our records. By using your Card after the effective date stated in the notice, you will have confirmed your agreement to the change. If you do not agree with the change and wish to stop using the Card, contact your Sponsor.

FEE SCHEDULE

A. Commerce Fees: You agree to pay the following service fees that apply to your use of the Card. These fees may be deducted from the remaining Card balance. The following fees and charges may apply to the use of your Card:

Teller Cash Withdrawal	\$ 5.00 (one free per rolling 7-day period)
ATM withdrawal	\$ 2.50 (free at Commerce Bank ATMs)
ATM Balance Inquiry	\$ 1.50 (free at Commerce Bank ATMs)
Customer Service Calls	Free
Card Replacement	\$10.00
Expedited Card Shipping	\$20.00
Monthly fee	Variable, charged to card Sponsor

The Sponsor may or may not pay some or all of these fees on your behalf.

B. Third Party Fees: When you use an ATM not owned by Commerce Bank, 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 at the ATM). In addition, you may be charged fees by other third parties for use of your Card, such as (i) stores and merchants for POS transactions, and (ii) other banks and financial institutions for cash withdrawals at their branches.

Disclosure of Card Information to Third Parties

We will disclose information to third parties about your Card or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your Card for a third party, such as a consumer reporting agency or merchant, or
- In order to comply with government agency or court orders, or
- If you give us permission, or
- In accordance with our current Privacy Policy Notice.

You agree that Commerce may share your Card experience and transaction information with its Affiliates, which are members of the Commerce Corporate family as defined in our Privacy Policy Notice. Unless you call 800-543-4845, you agree that Commerce and its Affiliates may also share other information about you or your Card.

Assignment: You may not transfer or assign this Agreement to any other person without Commerce's and Sponsor's prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

Severability/No Waiver: If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Commerce's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Commerce's right to subsequently enforce such provision or any other provisions of this Agreement.

Governing Law: This Agreement shall be governed by applicable federal law and regulations. To the extent not preempted by applicable federal law, this Agreement shall be governed by the laws of the State of Missouri. If any provision of this Agreement is invalid under law, that provision will be invalidated; the remainder of this Agreement will continue to be valid.

If you have any questions regarding this Cardholder Agreement, or our current Fee Schedule, write to us at Commerce Bank, P.O. Box 411036, Kansas City, Missouri 64141-1036, call us at 844-688-4720 or visit:
www.commercebank.com/expense