

This Cardholder Agreement ("Agreement") is the terms and conditions governing our issuance and your use of your Universal Gift Mastercard card ("Card"). Keep this document for future reference. In this Agreement, "you" and "your" mean any person who received the Card or is authorized to use it as provided for in this Agreement. If there is more than one of you, you are each jointly and severally liable for all obligations, regardless of which of you uses the Card or benefits from that use. "We," "us," and "our" mean the issuing financial institution listed on the back of this agreement. "TransCard" means, the third party that administers the Card program and with whom you activated the Card with. By activating the Card, signing the back of the Card, using the Card, or allowing someone else to use the Card means you accept and agree to be bound by the terms and conditions contained in this Agreement.

1. Card Description. This Card is issued by us, pursuant to a license with Mastercard International, Inc. Mastercard is a registered trademark of Mastercard International, Inc. The Card allows you to make purchases wherever Mastercard debit cards are honored. The Card is not a credit card and does not directly access any credit or deposit account. No interest will be paid on funds loaded to the Card. Your Card is not for re-sale.

2. Expiration of Card. FUNDS DO NOT EXPIRE. The plastic card will be unusable after the "valid thru" date stated on the Card. The "valid thru" date is not an expiration date on the Card funds. The amount remaining on the Card will be available until the amount reaches zero. The Card funds will be temporarily unavailable after the "valid thru" date until you obtain a free replacement Card. You may present and exchange the unusable card at no charge for a replacement Card, which will be activated in the amount remaining on the Card at the time of the exchange. Replacements may take up to 30 days to process. For inquiries about exchanging an unusable card, call TransCard Customer Service at 1-800-554-2707.

3. Value of Your Card. Your Card's value is limited to the dollar amount of the initial load to the Card. The prepaid value is not an account and is not insured by the Federal Deposit Insurance Corporation or any other federal or state agency.

4. Using your Card. Remember to log on to the cardholder website at www.paynover.com to verify or update your personal information in order to protect your Card. You must also sign the back of the Card. The Card is a non-reloadable, prepaid debit card which is loaded with an amount in U.S. Dollars, and does not allow for ATM access. The Card is not linked to or issued in connection with any deposit account established in your name with us and does not create any such account with us. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card or other suspicious activities. You authorize us to pay all transactions initiated with the Card and to debit the total amount of such transactions from the value of the Card. You agree that the use of the Card with any merchant, whether or not you have signed any sales or debit authorization, will constitute a simultaneous withdrawal from and/or demand upon the value of the Card. You cannot "stop payment" on any transaction after it has been completed. The Card cannot be used: (1) to obtain cash, except in the event of its cancellation, as described in this Agreement; (2) for gambling or any unlawful activity, or (3) to make regular, preauthorized payments to third parties. We are not liable for declining an authorization for any particular transaction, regardless of our reason.

5. Payment. Each time the Card is used the value of the Card will decrease by the amount of the transaction. After the amount available on your Card has been exhausted, all transactions will be declined. You agree not to use the Card for transactions in excess of the funds remaining on the Card. If a transaction causes you to exceed that limit (a "Negative Balance"), you shall remain fully responsible for and agree to immediately pay us the amount of any Negative Balance. If you do not pay us the Negative Balance, we may report the unpaid amount to consumer reporting agencies. We may also exercise our right to set off against any account you have with us.

6. Customer Service; Contact Information; Balance and Transaction Inquiries. You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine the available balance on your Card, so you need to know the exact balance BEFORE making a purchase. You can review your Card balance and transaction history 24 hours a day, 7 days a week at www.paynover.com. You can also call TransCard Customer Service for balance and all other inquiries toll free, 24 hours a day, 7 days a week at 1-800-554-2707, or write to TransCard Customer Service at 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402.

7. Fees and Charges. We encourage you to use your Card immediately. There are no fees when using the Card to purchase goods and services within the U.S. You have unlimited free access to balance and transaction information online at www.transcardgift.com and via phone at 1-800-554-2707. The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:

MONTHLY INACTIVITY FEE: A fee will be deducted monthly from card balance starting on the first day after a one-year period of inactivity. Activity means any action resulting in an increase or decrease in the card balance, other than the imposition of a fee, or an adjustment due to an error or reversal of a prior transaction. This fee is listed at the end of this agreement.

CARD REPLACEMENT FEE: If a replacement Card is issued for a lost or stolen card, a Replacement Card Fee may be charged directly to the Cardholder. This fee is listed at the end of this agreement. **EXPRESS SHIPPING FEE:** An additional fee will be charged to your Card for any replacement Card delivered using a method other than standard mail. This fee is listed at the end of this agreement.

8. Loss, Theft, or Unauthorized Use. Write down the Card number and Customer Service number on a separate piece of paper in case the Card is lost, stolen or destroyed. To receive the benefits of zero cardholder liability described below, register your card in your name at www.paynover.com or by calling TransCard Customer Service at 1-800-554-2707. You are responsible for all charges made by anyone you allow to use your Card, even if they charge more than you intended. If you ask us to issue a Card to someone, you are responsible for their use of it until you return it to us. We may consider use of the Card by members of your immediate family as authorized by you and your responsibility. If unauthorized use of your Card occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. **TELL US AT ONCE IF YOU BELIEVE YOUR CARD HAS BEEN LOST OR STOLEN. TELEPHONING IS THE BEST WAY TO KEEP YOUR POSSIBLE LOSSES DOWN. YOU COULD LOSE ALL THE MONEY ON YOUR CARD.** If you have registered your card in your name, promptly notified TransCard after you learn of the loss or theft of your Card or unauthorized transfer AND exercised reasonable care in safeguarding the Card from risk of loss or theft you will not be responsible for any associated loss. If you DO NOT register your card in your name, tell us promptly (generally within two (2) business days) after you learn of the loss or theft of your Card or the unauthorized transfer and exercise reasonable care in safeguarding the Card from risk of loss or theft you, you could lose all the money on your Card. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

9. Error Resolution Procedure. In case of errors or questions about your card, contact us as soon as you can if you think an error has occurred on your Card. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, 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 TransCard Customer Service at 1-800-554-2707 or writing TransCard Customer Service at 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402. You will need to tell us: (i) your name and the Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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 Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide

that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call TransCard Customer Service at 1-800-554-2707.

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10. Failure to Complete Transactions. If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if: (a) through no fault of ours, you do not have enough money on your Card to cover a transaction, (b) the terminal or system was not working properly and you knew about the breakdown when you started the transfer, (c) circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken, and (d) there may be other exceptions stated in our agreement with you.

11. Foreign Transaction Fee. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of Mastercard. Those regulations currently provide that the conversion rate may be either the wholesale market rate or government-mandated rate in effect the day Mastercard processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

12. Disclosure of Information to Third Parties. We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify either a transaction you make or the existence and condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accounts, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate, and subsidiary companies. You authorize us to make such credit, employment and investigative inquiries, as we deem appropriate in connection with the issuance and use of the Card. We can furnish information concerning the Card or creditable to consumer reporting agencies and others who may properly receive that information.

13. Revocation of Card and Unclaimed Funds. The Card is our property and we may revoke the Card at any time with or without cause or notice, unless otherwise required by law. You must surrender a revoked Card and you agree that the Card may not be used after it has been revoked. If any funds remain on the Card upon revocation, please contact us to request a refund of the remaining value of the Card, less any applicable fees. Any refund will be sent to you at the address you provide to us. Upon the expiration of any applicable escheatment period, any unused balance of the Card will be handled according to applicable unclaimed property laws.

14. Amendments. We may amend or change the terms and conditions of this Agreement, including fees, 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. Changed terms will apply to the outstanding balance of your Card as well as to any transactions after the date of the change. In any event, use of your Card after the date of the change will confirm that you agree to the change. Amendments required by a bank regulatory authority will be effective according to the applicable regulation without further notice.

15. Transfers. We may transfer all or part of your Card balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement or the Card balance, except through regular use of the Card.

16. Governing Law. To the extent federal law is not applicable, this Agreement and your Card will be governed by the issuing financial institution's state law regardless of where you reside. You agree that all terms of this Agreement are material to the determination of interest.

17. Arbitration. PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.

Agreement to Arbitrate. Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, shall be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. For purposes of this Arbitration Provision, the word Claim means any claim, controversy, or dispute of any kind arising from or relating to the Gift Card or any relationship arising from or related to the Gift Card. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the FAA).

Initiation of Arbitration. The party electing arbitration must use the arbitration administrator shown below and follow its rules and procedures, except as otherwise stated in this Arbitration Provision. Copies of its current rules, procedures, forms, and related information, including information about how to file a Claim, may be obtained by contacting the Administrator as follows:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
Toll free number: 877-495-4185
<http://www.adr.org>

Class Action and Jury Waiver. You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver).

Arbitration Procedure and Law. Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator chosen by the Administrator. Claims may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. The arbitrator shall resolve Claims pursuant to the rules and procedures of the Administrator and this Arbitration Provision. This Arbitration Provision will govern in the event of conflict with the Administrator's rules and procedures. The arbitrator will apply applicable substantive law consistent with the

FAA and applicable statutes of limitations and honor legally recognized claims of privilege. The arbitrator will have the power to award any damages or other relief that would be available in court, but only with respect to the named parties and the Claims being arbitrated. Either party may choose to have an arbitration hearing and to be represented by counsel. An arbitration hearing may be conducted by telephone if the parties agree. Any arbitration hearing that you attend in person will occur at a place designated by the Administrator within the federal judicial district that includes your billing address or at some other place agreed upon by you and us. The arbitrator will use reasonable efforts to protect confidential information if requested to do so. The arbitrator will make any award in writing and, upon a timely written request, provide a written statement of reasons for the award.

Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator.

Finality of Arbitration. The arbitrator's decision is final and binding on the parties, except for any right of appeal or judicial review provided by the FAA. An arbitration award will be enforceable under the FAA by any court having jurisdiction.

Survival of Arbitration Provision. This Arbitration Provision shall survive: (i) termination or changes in the Cardholder Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account. Any different agreement regarding arbitration of Claims must be agreed in writing.

Instructions on using your card:

No PIN Usage. To pay for purchases at merchants that accept Mastercard debit cards, you should use it as you would a credit card, by selecting the "credit" payment option and signing the sale receipt. Although your Card is a debit card, it will not work with debit payment systems that require a personal identification number (PIN).

Combining Forms of Payment and Split Tender Transactions. If you wish to use your Card to purchase an item for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. Before you request a "split tender" transaction, please call TransCard Customer Service at 1-800-554-2707 to confirm the available balance on your Card. Then, you MUST ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant debit or charge a specific dollar amount on your Card (i.e., the available balance on your Card), and then use your other form of payment to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two gift cards.

Use at Gasoline Merchants. If you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your Card to pay for an average purchase of gas. Before you are permitted to pump gas, many pumps seek an authorization for \$75.00 and this amount could increase from time to time ("Preauthorization Request"). If you have an insufficient available balance on your Card to cover the Preauthorization Request, your attempt to use your Card at the pump may be declined. If you have a sufficient available balance on your Card to cover the Preauthorization Request, you will be permitted to continue your transaction at the

pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Preauthorization Request that we approved, a "hold" on your available balance may automatically result equal to the difference between the two amounts. Once the merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your available balance for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to this "hold." TO AVOID A DECLINE OF, OR A HOLD ON, YOUR AVAILABLE BALANCE ON YOUR CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.

Use at Restaurants, Hotels, and Similar Merchants. When using your Card at a merchant where a tip may be included (such as at a restaurant) or at a merchant in the travel business (for example, a hotel, car rental agency, or cruise line), your transaction may be pre-authorized for an additional amount above the initial transaction amount. This pre-authorization process is referred to as an "authorization request." Because the authorization request may have been processed for an amount higher than the initial transaction amount, if you have an insufficient available balance on your Card to cover the authorization request, your Card may be declined. If you have a sufficient available balance on your Card to cover the authorization request, it may result in a "hold" on your available balance for the amount of the authorization request. The final amount charged to your account will not exceed the final transaction amount. Once the merchant sends us the final transaction amount, we will remove the "hold" on your available balance for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to "hold."

Returns or Exchanges of Merchandise. If you have a dispute with a merchant over purchased goods or services, you should contact the merchant directly. Exchanges or returns of merchandise and refunds will be subject to the policy and terms of the merchant.

Internet and Mail Order Purchases. Internet, mail, and phone order purchases may require that we have the correct name and home address of the Card owner online. If you wish to make Internet or mail order purchases, you will need to register your Card by entering your name and home address prior to performing an Internet, mail, or phone order transaction. You can register your card 24 hours a day at www.transcardgift.com or by calling TransCard Customer Service at 1-800-554-2707.

ISSUING FINANCIAL INSTITUTION: Old Second National Bank

Listing of Program Fees	
Transaction Description	Amount
Activation Fee	\$0.00
Inactivity Fee	\$4.95
Card Replacement Fee	\$8.00
Express Shipping Fee	\$30.00
Foreign Transaction Fee	3%

Overview of Program Limits	
Transaction Description	Amount
Load Amount	\$750.00
Card Balance	\$750.00
POS Daily Limit	\$750.00
Minimum Purchase Amount	\$0.01