

NETSPEND® SAVINGS ACCOUNT AGREEMENT

IMPORTANT NOTICE: THESE TERMS SUPERSEDE ANY PRINTED MATERIALS PUBLISHED PRIOR TO JULY 1, 2016. The NetSpend Savings Account is a tiered-variable rate Savings Account. Effective July 1, 2016, the Average Daily Balances necessary to receive the advertised interest rates on the NetSpend Savings Account will change. This means the interest rate for the Savings Account will be 4.91% with an Annual Percentage Yield of 5.00% for balances up to, but not exceeding, \$1,000.00. For that portion of the Savings Account that is \$1,000.01, or more, the interest rate will be 0.49% with an Annual Percentage Yield of 0.50%. The Annual Percentage Yield for this tier will range from 5.00% to 0.54%, depending on the balance in the Savings Account. The interest rates and Annual Percentage Yields may change. See the section labeled "Rate Information" in the Truth-in-Savings Disclosures below for more details about the new variable rate.

IMPORTANT—PLEASE READ CAREFULLY

FOR GENERAL QUESTIONS OR ASSISTANCE, PLEASE CALL CUSTOMER SERVICE AT 1-86-NETSPEND/1-866-387-7363. THERE MAY BE A FEE ASSESSED TO YOUR CARD ACCOUNT FOR CALLS TO DETERMINE YOUR SAVINGS BALANCE. See the section labeled "Fee Schedule" in your Cardholder Agreement for information about this fee. You may determine your balance for no fee by accessing your Savings Account using your Online Account Center as identified in your Cardholder Agreement or by signing up to receive text alerts (standard message and data rates may apply).

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INTRODUCTION

This document constitutes the agreement ("**Agreement**") outlining the terms and conditions under which BofI Federal Bank has established, pursuant to your request, an optional Savings Account ("**NetSpend Savings Account**" or "**Savings Account**") that is linked with your designated NetSpend Prepaid Debit Card Account ("**Card Account**"). By using the Savings Account, you agree to be bound by the terms and conditions contained in this Agreement.

This Agreement is in addition to the terms and conditions that were previously provided to you with respect to your Card Account (the "**Cardholder Agreement**"). The following sections of your Cardholder Agreement will also apply to your Savings Account: "*Business Days*," "*Address or Name Changes*," "*Authorized Users*," "*Fraudulent or Criminal Card Account or Virtual Account Activity*," "*Confidentiality*," "*Our Liability for Failure to Complete Transactions*," "*Information About Your Right to Dispute Errors*," "*Lost or Stolen Cards/Unauthorized Transfers*," "*Miscellaneous*," "*Amendment and Cancellation*," "*Customer Service*," "*Telephone Monitoring/Recording*," "*No Warranty Regarding Goods and Services*," and "*Arbitration*." In the event a conflict arises between the terms and conditions of this Agreement and those of the Cardholder Agreement, the terms and conditions of this Agreement will control with respect to your Savings Account. Unless otherwise defined in this Agreement, the capitalized terms used herein shall have the same meanings that apply to such terms in the Cardholder Agreement.

TRUTH IN SAVINGS DISCLOSURES

To obtain current rate and Annual Percentage Yield information, please call us at **1-86-NETSPEND/1-866-387-7363**.

We reserve the right to require at any time not less than seven (7) days notice in writing before any withdrawal from your Savings Account.

For purposes of this Truth-in-Savings Disclosure, the term "Period" refers to a calendar quarter.

Rate Information

Variable Rate: Interest Rate – Tiered Variable Rate

If your average daily balance is \$1,000.00 or less, the interest rate paid on the entire balance will be 4.91% with an Annual Percentage Yield of 5.00%.

An interest rate of 0.49% will be paid only for that portion of your average daily balance that is greater than \$1,000.00. The Annual Percentage Yield for this tier will range from 5.00% to 0.54%, depending on the balance in the Savings Account.

Determination of Rate

We may change the Annual Percentage Yield and corresponding interest rate at our discretion. The rate is not tied to an index.

Frequency of Rate Changes

We may change the interest rate on your Savings Account at any time.

Compounding and Crediting of Interest

Frequency: Interest will be compounded on a quarterly basis and credited to your Savings Account quarterly.

Effect of Closing Your Savings Account: If you or we close your Savings Account or your linked Card Account before interest is credited, you will receive the accrued interest. Notwithstanding the foregoing, if we close your Savings Account because we suspect illicit or fraudulent activity associated with your Savings Account or any of your other NetSpend Card Accounts, then any accrued interest that has not been credited will be forfeited.

Balance Information

Minimum Balance Requirements: No minimum balance is required to open or maintain a Savings Account, avoid the imposition of any fees, or obtain the disclosed Annual Percentage Yield.

Balance Computation Method: We use the average daily balance method to calculate interest on your Savings Account. This average daily balance method applies a periodic rate to the average daily balance in your Savings Account for the Period. The average daily balance is calculated by adding the principal in your Savings Account for each day of the Period and dividing that figure by the number of days in the Period.

Accrual of Interest on Deposits: For determining the day on which interest begins to accrue on the Savings Account, every day is a business day, except for Saturdays, Sundays and federal holidays. If funds are credited to the Savings Account before 3:30 p.m. (CT) on a business day, we will consider that day to be the day of the deposit, and interest will begin accruing. However, if funds are credited to the Savings Account after 3:30 p.m. (CT), or on a weekend or federal holiday, we will consider that the deposit was made on the next business day and interest will start accruing on this day.

Fees

There are no fees deducted from your Savings Account. When funds from your Savings Account are transferred to your Card Account, such funds will become subject to any fees associated with your Card Account. There may be a fee associated with calling Customer Service when making a Savings Account balance inquiry or to request a copy of your Savings Account statements. These fees, disclosed in the Cardholder Agreement (Balance Inquiry Fee – Telephone Automated Service, Balance Inquiry Fee – CS Agent, Additional Statement Mailing Fee), will be deducted from your Card Account balance, not your Savings Account balance.

Transaction Limitations

In compliance with applicable federal law, **you may make no more than six (6) transfers** from your Savings Account to your Card Account per calendar month. If you exceed six (6) transfers from your Savings Account in a calendar month, your Savings Account will be closed and any remaining balance (including accrued interest) will be transferred to your Card Account. If your Savings Account is closed, you will not be able to reopen the Savings Account for ninety (90) days. There is no limitation on the dollar amount of transfers from your Savings Account to your Card Account.

There are no limitations on the frequency or dollar amount of instant transfers that may be made from your Card Account to your Savings Account. If you set up automatic recurring transfers, no more than twenty-five (25) percent of your available Card Account balance may be automatically transferred to your Savings Account (see the section labeled “Automatic Recurring Transfers” for details). Deposits cannot be made directly to your Savings Account. Deposits to your Savings Account must be made via transfer from your Card Account.

ELIGIBILITY

The Savings Account is a special feature available exclusively to Cardholders who have received qualifying direct deposits of paychecks and/or government benefits payments totaling at least \$500.00 within one (1) calendar month. You may open a Savings Account by visiting your Online Account Center and completing a Savings Account enrollment form. In order to obtain a Savings Account, your active

Card Account must be eligible for this Savings Account program. You must be the Primary Cardholder of that Card Account. In addition, if you wish to open a Savings Account you must consent to receive Communications from us in electronic form (see section below labeled, "Delivery of Electronic Communications" for details). If you withdraw your consent to receive Communications from us in electronic form, your Savings Account will be immediately closed and any available funds will be transferred to your linked Card Account.

Only one Savings Account may be opened in connection with your Card Account. During the process of opening the Savings Account, you must tell us if you are subject to any IRS-mandated backup withholding. If you are subject to any backup withholding, you will not be eligible to open a Savings Account. If you successfully open a Savings Account, it is your responsibility to inform us if you become subject to backup withholding. The Savings Account may remain open should you become subject to backup withholding.

USING YOUR SAVINGS ACCOUNT AND ACCOUNT LIMITATIONS

The official opening date for your Savings Account will be the date you make your first transfer of funds to your Savings Account. There is no minimum deposit to open a Savings Account and no minimum balance required to maintain your Savings Account. If your Savings Account is closed for any reason pursuant to the terms of this Agreement, there will be a ninety (90) -day waiting period before you may open another Savings Account linked to the same Card Account.

FUNDING YOUR SAVINGS ACCOUNT

The only funds eligible for transfer to your Savings Account are available funds that have been value loaded or direct deposited to your Card Account. You may transfer funds from your Card Account to your Savings Account in one of two ways: (1) by requesting automatic recurring transfers, or (2) by requesting an instant transfer. Both of these funding methods are described below.

Automatic Recurring Transfers

You may arrange to have funds automatically transferred from your Card Account to your Savings Account whenever your Card Account receives a cash value load or ACH Deposit. Automatic recurring transfers can be arranged by contacting us at **1-86NETSPEND/1-866-387-7363** or by visiting your Online Account Center. Automatic recurring transfer debit/credit entries will post to your respective accounts within forty-eight (48) hours of the cash value load or ACH Deposit. If the pre-set amount for such a transfer exceeds your Card Account balance at the time of the transfer, the transfer will be declined at no cost to you.

No more than twenty-five (25) percent of your available Card Account balance at the time of the transfer may be automatically transferred to your Savings Account. Any automatic recurring transfer will be declined at no cost to you if the amount of the transfer is greater than twenty-five 25 percent of your available Card Account balance at the time of the transfer.

Instant Transfers

In addition to the automatic recurring transfer option, you can make one-time instant transfers of funds from your Card Account to your Savings Account by contacting us at **1-86-NETSPEND/1-866-387-7363** or by visiting your Online Account Center. Instant transfer debit/credit memo entries will post to your respective accounts within thirty (30) minutes.

ACCESSING FUNDS IN YOUR SAVINGS ACCOUNT

To access your Savings Account funds, such funds must be transferred from your Savings Account to your Card Account. This transfer method will be the sole method for accessing or withdrawing the funds in your Savings Account. Once such funds have been transferred to your Card Account, you may spend or withdraw such funds from your Card Account by any of the methods permitted under your Cardholder Agreement; please see your Cardholder Agreement for details about fees and limitations associated with these transactions. Funds transfers can be made by contacting us at **1-86-NETSPEND/1-866-387-7363** or by visiting your Online Account Center. **SEE THE TRUTH-IN-SAVINGS DISCLOSURES ABOVE FOR INFORMATION ABOUT LIMITATIONS ON THE NUMBER OF TRANSFERS THAT CAN BE MADE FROM YOUR SAVINGS ACCOUNT TO YOUR CARD ACCOUNT.**

If your Card Account has a negative balance at the time funds are transferred from your Savings Account to your Card Account, those funds will be applied toward such negative balance, including any fees due on your Card Account, before such funds are made available to you for transactions.

No purchase transactions, ACH transactions, bill payment transactions or ATM transactions may be initiated by you or on your behalf using your Savings Account, nor will funds be automatically transferred from your Savings Account to the Card Account to honor any such transactions initiated using your Card Account. **YOU CANNOT ACCESS YOUR SAVINGS FUNDS OR SAVINGS BALANCE INFORMATION THROUGH ANY ATM NETWORK.** Some ATM Networks may present a savings withdrawal or balance inquiry option to you; however, any transactions attempted by selecting "savings" when using your Card at an ATM may be declined.

HOW TO STOP AUTOMATIC RECURRING TRANSFERS

If you have asked us to make automatic recurring transfers from your Card Account to your Savings Account, you can stop these transfers by (a) accessing your Savings Account using your Online Account Center and cancelling these transfers by updating the "AutoSave Automatic Transfers" page, or (b) contacting us at 1-86-NETSPEND/1-866-387-7363. It may take up to three (3) business days for us to stop an automatic recurring transfer. Such a request will permanently stop all automatic recurring transfers from your Card Account to your Savings Account until you direct us to do otherwise.

FUNDS AVAILABILITY

All transfers to and from your Savings Account will be completed electronically. Funds transferred to your Savings Account from your Card Account via instant transfer will be available within thirty (30) minutes. Funds transferred via automatic recurring transfer from your Card Account to your Savings Account will be available within forty-eight (48) hours of the load to your Card Account. Once credited to your Savings Account, the funds will be available for retransfer back to your Card Account, subject to the limitations described in the section labeled "Truth in Savings Disclosures".

INFORMATION ABOUT THE INTEREST YOU EARN ON THIS ACCOUNT

See the section labeled "Truth-in-Savings Disclosures" for detailed information about the interest rate and Annual Percentage Yield on your Savings Account. Per Internal Revenue Service ("IRS") regulations, if your Savings Account accrues more than \$10.00 in interest for a calendar year, we (or NetSpend as our servicer) will mail you an IRS Form 1099-INT reflecting the total interest paid to you for such calendar year.

ACCOUNT CLOSURE

Account Closure by Cardholder

You may close your Savings Account at any time by calling Customer Service at **1-86-NETSPEND/1-866-387-7363**. If you elect to close your Card Account pursuant to the terms of your Cardholder Agreement, we will treat this as a request to close your Savings Account. If you elect to withdraw your consent to receive Communications from us in electronic form, we will treat this as a request to close your Savings Account. Should you request to close your Savings Account, the remaining funds in your Savings Account (including any accrued interest) will be automatically transferred to your linked Card Account. If your Card Account has a negative balance at the time of this transfer, the transferred funds will be applied towards such negative balance, including any fees due on your Card Account, before such funds are made available to you for transactions. We will not send a check for the remaining Savings Account balance when the Savings Account is closed at your request unless you have also requested to close your Card Account, in which case we may return to you via check all available funds, minus fees, including the Check Request Fee disclosed in your Cardholder Agreement.

Account Closure Due to Card Inactivity or Suspicious Activity

If your Card Account has not had any activity, that is, no purchases; no cash withdrawals; no load transactions; or no balance inquiry fee for 365 days, your Savings Account will be closed and any remaining funds, along with any interest accrued up to that point, will be transferred to your Card Account. If your Card Account has a negative balance at the time of this transfer, the funds will be applied towards such negative balance, including any fees due on your Card Account, before such funds are made available to you for transactions.

We may close your Savings Account if we suspect illicit, fraudulent or suspicious activity on any of your NetSpend-managed accounts with us. If we close your Savings Account or any of your other NetSpend accounts under these circumstances, the remaining funds in your Savings Account will be automatically transferred to your linked Card Account and your Card Account will be closed. If your Card Account has a negative balance at the time of this transfer, the funds will be applied first towards such negative balance, including any fees due on your Card Account. We may then return to you via check any remaining funds, minus fees, including the Check Request Fee disclosed in your Cardholder Agreement; however, any interest that might have been payable on your Savings Account at the end of the next quarterly period will be forfeited.

RIGHT OF SET-OFF

If you owe us money for any reason (for example, if any of your NetSpend managed Card Accounts with us has a negative balance) and you fail to pay us according to the obligations under this Agreement or your Cardholder Agreement, you agree that we will have the right to collect funds from your Savings Account in an amount equal to or less than the amount for which you are liable and that your Savings Account may be closed. We may exercise this right of set-off at any time without prior notice to you.

SAVINGS ACCOUNT BALANCE/PERIODIC STATEMENTS

You are responsible for keeping track of the available balance of your Savings Account. You may determine your balance for no fee by accessing your Savings Account using your Online Account Center. You may also obtain your Savings Account balance by calling **1-86-NETSPEND/1-866-387-7363** (there may be a fee assessed to your Card Account for this call; see your Cardholder Agreement for fee details). If you have requested to receive text or e-mail alert updates for your Card Account, you will receive comparable alerts for your Savings Account (standard message and data rates may apply).

We will provide you a periodic statement in electronic format for no fee in your Online Account Center for each month in which a transaction occurs. If no transactions occur, we will provide you an electronic statement quarterly. You will not automatically receive paper statements. You may request a copy of your statement by calling **1-86-NETSPEND/1-866-387-7363**, or by writing to us at NetSpend, P.O. Box 2136, Austin, TX 78768-2136 (there will be a fee assessed to your Card Account for each statement you request; see your Cardholder Agreement for more details about the Additional Statement Fee).

DELIVERY OF ELECTRONIC COMMUNICATIONS

IF YOU WISH TO MAINTAIN A SAVINGS ACCOUNT WITH US, YOU MUST CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM. IF YOU ELECT TO WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM, WE WILL TREAT THIS AS A REQUEST TO CLOSE YOUR SAVINGS ACCOUNT.

MISCELLANEOUS

Your Savings Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Savings Account 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 any time. 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 laws of the State of Nevada except to the extent governed by federal law.

ENGLISH LANGUAGE CONTROLS

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