

Your Tal Prepaid MasterCard® and Your Tal Instant Issue Card Cardholder Agreement

Issued by Central National Bank & Trust Company of Enid, Oklahoma

THE TAL PREPAID MASTERCARD® AND THE TAL INSTANT ISSUE CARD ARE STORED VALUE CARDS. THE PRE-PAID MASTERCARD CAN BE USED ANYWHERE A MASTERCARD® IS ACCEPTED AND THE INSTANT ISSUE CARD CAN BE USED AT MERCHANTS WHO ACCEPT PIN BASED TRANSACTIONS. BOTH CARDS ARE SUBJECT TO THE TERMS OF THIS AGREEMENT. INTEREST WILL NOT BE PAID TO YOU FOR ANY VALUE LOADED ON THE CARDS. THERE IS NO CREDIT CARD, CREDIT LINE, OVERDRAFT PROTECTION OR DEPOSIT ACCOUNT ASSOCIATED WITH THE CARDS.

4/21/08

This Tal Prepaid MasterCard Cardholder Agreement ("Agreement") is the agreement between you, the person receiving this card (the "Cardholder") and us, Central National Bank and Trust Co. ("CNB"). It sets forth the terms and conditions governing the issuance and your use of the Tal Prepaid MasterCard and the Tal Instant Issue Card. The term "Card" refers to both the Tal Prepaid MasterCard and the Tal Instant Issue Card unless specifically exempted. **PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS.**

The Tal Prepaid MasterCard and the Tal Instant Issue Card allow you to load funds onto the Card through direct payroll loading, through cash loading at a participating merchant and through transfers from a checking account. Once your Card is loaded, you can withdraw cash at ATMs that display the network logos printed on the back of the Card, make purchases at retail point of sale (POS) locations that participate with MasterCard, transfer value to another Tal Prepaid card, and pay for long distance telephone calls as long as the available balance on your Card equals or exceeds the amount of your withdrawals plus applicable fees.

Terms and Conditions

Activation. Your Prepaid MasterCard will be activated upon your telephone call acknowledging receipt of the Card and changing your Personal Identification Number (PIN). Your Card may be used once funds are received through direct deposit payroll loading or through cash loading at a participating point of loading. Your Tal Instant Issue card will be activated by calling the Customer Service number indicated on your card and choosing a PIN. By loading funds or by initiating transactions with the Card, you appoint Central National Bank to act as your agent to pool your funds, together with funds from other Cardholders and to deposit those funds at one or more banks. By initiating a transaction with the Card, you appoint CNB as your agent to obtain the funds on your behalf from the pooled funds account and to transfer your funds as you direct. This pooled account or accounts are referred to in this Agreement as the "CNB Agency Pooled Account". Your funds will be held separately from the corporate funds of CNB. The value associated with this Card is insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits.

By activating your Card, you represent that you are at least eighteen (18) years old, (nineteen in states where the majority is age nineteen) that the information you provide is true, that you accept the Card, that you have read and understand this Agreement and that you agree to be bound by all of the terms and conditions. You agree that you will not use Program Services in such a way or for any purpose that will violate any law (including gambling), regulation, court order or other legal requirement, whether criminal or civil, and whether of the United States, any state of the United States or of any foreign country.

Revocation, Expiration and Surrender of the Card. Each Card is our property. We may revoke your Card at any time without cause or prior notice. If we revoke your Card, you must cease using it and surrender or destroy it immediately upon learning that it is revoked. Within sixty (60) days of the expiration or revocation or other termination of your Card, we will remit to you, after deducting any outstanding transactions and all applicable fees, or within such longer period as may be reasonably necessary to protect us against the risk of reversal of a charge or other liability, any amount remaining in the CNB Agency Pooled Account which is credited to you. We may require you to surrender your Card to us as a condition to sending you any remaining value.

Liability in the Event of Loss, Theft or Unauthorized Use of your Card. Contact us as provided in Contact Information IMMEDIATELY if your Card has been lost or stolen or if someone has accessed or may access your Card or Cardholder Account without your permission. **Notifying us immediately or as promptly as possible after the loss, theft or other unauthorized use of your Card is the best way to prevent any loss from theft or other unauthorized use.** Failure to properly activate your Card may also result in loss of funds. When you notify us of loss, theft or other unauthorized use, you may request that your balance be transferred to a replacement Card, for which you will be charged a replacement card fee (see Appendix A). We will also begin investigating your claim.

Program Services. You may use your Card to use these Program Services. Program Services may be added, deleted and modified from time to time and you may at any time find out about our current offering of Program Services by contacting us.

- **Loading and Reloading value to your Card.** You may load your Card by directing your employer to load your paycheck directly into your Cardholder Account. Upon submitting a completed and signed authorization form to your employer, your employer will automatically transmit your periodic net pay to your Cardholder Account via a signed written authorization provided by us or by your employer. On the authorization form, you must provide your employer with your Card number, plus the following routing number and address for Central National Bank & Trust Company, ABA Routing No. 103100195; Address: 324 West Broadway, Enid, OK 73701. You can also load the Card with cash at participating points of loading. A reload fee may apply.

Any funds that you transfer into your Cardholder Account will not be considered received for any purposes whatsoever unless and until they are actually received by CNB in the CNB Agency Pooled Account and credited to your Cardholder Account. You acknowledge and understand that the funds received in the CNB Agency Pooled Account may be used by you for any of the Program services that may be available from time to time. You further agree and acknowledge that no interest will be paid on funds in your Cardholder Account.

- **Purchases at Merchants.** You may use your Tal Prepaid MasterCard to pay for purchases at merchants that display the MasterCard logo, provided you have a balance in your Cardholder Account higher than any minimum amount required by the merchant. Your Tal Instant Issue Card may be used at merchants for PIN based transactions, not requiring a signature. When you purchase anything using your Card, the available amount in your Cardholder Account will be reduced by the amount of the purchase, plus any Program fees or other charges. In the event that the available spending amount on the Card is less than the amount of the purchase, the transaction will be denied. CNB is not responsible for the delivery, quality, safety, legality, or any other aspect of goods and services purchased with the Card. All disputes involving the same should be addressed to the establishment where such goods and services were purchased.

Some merchants may permit Cash Back Transactions. A merchant that does permit a Cash Back Transaction may limit the amount of cash that can be paid to the Card user. Your ability to access cash in a Cash Back Transaction will be subject to the individual merchant's limitations, as well as our daily transaction limits.

- **ATM Services.** You may use your Prepaid MasterCard or your Tal Instant Issue Card to withdraw cash from any ATM displaying the logos of the Participating Networks, provided you have a balance in your Cardholder Account higher than the minimum ATM withdrawal plus fees. You may also use an ATM to determine the Available Amount in your Cardholder Account. We are not responsible for, and you must pay for, all fees and charges of any kind assessed by the owner of the ATM over and above the fees and charges we charge.

- **Cash Advances at Banks.** You may use your Prepaid MasterCard to get cash advances at banks.

- **Telephone Services.** We may arrange for one or more providers of long distance and local telephone service to provide telephone calling services, including international service. You may access such telephone services by calling the telephone number indicated on your Card and using your telephone's touch-tone keypad to enter your personal password, your Card number and other information necessary to make your telephone call. The cost of the telephone call, together with our Program Fees and Charges will be deducted from your Cardholder Account. We reserve the right to change telephone service providers at any time without notice.

- **Foreign Currency Exchange Rate.** If you make a transaction in a currency other than the currency in which your Card was issued, the amount deducted from your Card value will be converted by MasterCard International into an amount in the currency of your Card. MasterCard International will establish a currency conversion rate for this convenience which will include use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to the Cardholder's account. This percentage amount is independent of any amount taken by the Issuer in accordance with the terms and conditions of this agreement. Tal Instant Issue Cards are not enabled for international POS and ATM transactions.

- **International Transfers (remittances).** International transfers from your card are conducted through various transfer companies. The retail currency exchange rate is the rate that the transfer company pays for foreign currency plus a spread of one (1) to two (2) percent earned by the transfer company and the Card Issuer. The amount of foreign currency available to the recipient may be subject to destination country taxes and fees which will be deducted prior to the distribution of currency.

Authorization. Each time you use your Prepaid MasterCard you will be required to provide your signature, or your PIN. Tal Instant Issue Cards will require the use of your PIN. If the correct PIN or signature is entered at the time of a transaction, the transaction will be considered authorized by you and the balance of funds in your Cardholder Account will be reduced by the amount of the transaction, regardless of who provides the personal identifier and regardless of the type of transaction. You are responsible for transactions initiated by your signature or by the entry of your PIN. Therefore, you should **protect your PIN** from unauthorized discovery and use.

Suspicious or Possibly Unauthorized Activity; PIN Protection. We may restrict access to your Cardholder Account if we believe that suspicious or possibly unauthorized activity may be taking place with your Card. We are not responsible for policing your Cardholder Account to determine when there is unauthorized activity. You agree to take all necessary steps to protect your PIN and never to disclose your PIN to anyone, not even to our representatives at the Call Center. **For security reasons, never write your PIN on your Card and never carry a record of your PIN in your purse or wallet.** If you permit someone else to handle or use your Card, and if you give that person your PIN or other identifying information, we will treat such action as your authorization of that person to use your Card and you will be responsible for all transactions by that person using your Card.

Preauthorized Transactions. You may make preauthorized regular payments from your Card Account.

Balance Information. You can review the balance of funds loaded on your Card at any time free of charge on our web site. You may use the IVRU System free of charge (see Contact Information) or you may use an ATM belonging to a member of one of the Participating Networks for a small fee. Alternatively, you may request a statement in paper form by mail by using the IVRU System at the Call Center and following the instructions for requesting a statement and paying a statement fee for each statement requested. **It is your responsibility to review the transaction history at least once every 30 days, and to report any discrepancies or unauthorized transactions IMMEDIATELY to us.**

Limitations on Transactions. Current limitations on transactions, such as amount of cash withdrawals, time limitations and limitations on transfers, are set forth in Appendix A to this Agreement ("Limitations, Program Fees and Charges"). We reserve the right to change our limitations at any time. Limitations, as in effect from time to time and reflecting any changes, are available by contacting us at the Call Center, the IVRU System or the web site.

Fees and Charges. Current fees and charges for the various services of the Program are set forth in Appendix A to this Agreement ("Limitations, Program Fees and Availability"). We reserve the right to change our fees and charges at any time, with a 60-day notice. Program Fees and Charges, as in effect from time to time and reflecting any changes, are available by contacting us as provided in Contact Information. You may request a current schedule of Program Fees and Charges at any time from our IVRU System or our web site.

Contact Information. You may contact us by telephone to the Call Center, the Voice Response Unit (IVRU) System, the Internet, or by mail. See detailed contact information in Appendix A.

Liability of CNB. If a Program service is not provided in accordance with this Agreement, we will be liable for the loss of your money up to the amount that is actually lost, but only if that loss results solely from our nonperformance or that of our affiliates, service providers, employees, agents or contractors, subject to the following limitations:

a. **Limitation of Liability.** Notwithstanding the foregoing, we will not be liable for any loss or damage you suffer in the following circumstances (We reserve the right to disclaim liability for other circumstances, effective upon amendment of this Agreement.):

- If through no fault of ours, a merchant refuses to honor your Card.
- Inability to access your money when we restrict your card, after you have reported the loss of your Card, its theft or unauthorized use.
- If through no fault of ours, you do not have enough money in your Cardholder Account to make the purchase, withdrawal or transfer or to otherwise use a Program service.
- If the ATM where you are withdrawing funds does not have enough cash.
- If the POS Terminal, ATM or other electronic device used to effect a transaction does not work properly.
- If circumstances beyond our control (such as fire, war, strikes and other labor troubles, civil unrest, flood, earthquake and other natural disasters, terrorism, government action, such as new laws and regulations, court order, injunction or other judicial action or legal process, failure of the IVRU System or the computer network used by us or our contractors and failures by our service providers) that prevent providing of Program services, despite reasonable actions or precautions on our part.
- Loss and damage resulting from errors by you, including unintentional errors, such as providing an incorrect PIN, an error in providing the name of a recipient of a money transfer or providing incorrect information preventing verification or completion of a transaction.
- Loss and damage resulting from illegal, fraudulent or other wrongful conduct by you, including providing us with erroneous or inaccurate information or using Program services to violate any applicable laws or regulations or to perpetrate fraud on other persons.
- Loss and damage resulting from your breach or other nonperformance under the terms of this Agreement, including failure to register properly and failure to properly use the IVRU System and other communications systems we have arranged for Cardholders' use.
- Loss and damage resulting from restrictions imposed by laws and regulations or restrictions imposed by us due to suspicious or possibly unauthorized activity involving your Card.

b. **Limitation of Damages.** In no event will we, our affiliates, service providers, employees, agents or contractors be liable to you for any indirect, consequential, special, incidental or punitive damages or losses resulting from or caused by your use of, or inability to use, your Card or Program Services. This provision is for the benefit of each of our affiliates, service providers, employees, agents and contractors, including Tal and CNB, and may be enforced by each of them.

Representations and Warranties of CNB; Disclaimer. As the arranger of services comprising the Program, CNB represents and warrants that it has used commercially reasonable efforts to select processors, merchants, vendors and other providers involved with the CNB Program that CNB believes are reasonably capable of and will provide the services comprising the Program. CNB makes no other representations or warranties of any kind whatsoever in this Agreement whether express or implied. CNB cannot and does not represent and warrant that such providers will always perform as expected, nor can nor does CNB guarantee the performance of such providers. We provide Program services on an "as is" basis, and disclaim all other warranties of any kind, whether express or implied, including but not limited to those relating to quality, merchantability and fitness for a particular purpose. CNB expressly disclaims any representations or warranties regarding the number and availability of, and convenience of the locations of, ATMs, POS Terminals, merchants and vendors that are members of Participating Networks.

Statement of Transactions. You may obtain information about the amount of money you have remaining in your payroll card account by calling us as provided in Contact Information. This information, along with a 60-day history of account transactions, is also available on-line at the web address shown in Contact Information.

You also have the right to obtain a 60-day written history of account transactions for a fee by calling the IVRU.

In Case of Errors. Contact us at the number provided in Contact Information as soon as you can, if you think an error has occurred in your card account. We must allow you to report an error until 45 days after the transaction allegedly in error was credited or debited to your cardholder account. You will need to tell us:

- Your name, address and telephone number
- Your Card number.
- Why you believe there is an error, and the dollar amount involved.
- 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. Generally, we will determine whether an error occurred within 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 45 days to investigate your complaint or question. For errors involving point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. 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 us at the telephone number provided in Contact Information.

We reserve the right to make appropriate adjustments or corrections to the amounts allocated to your Cardholder Account in order to reflect the correct balance that should be in your Cardholder Account. Any such adjustments or corrections will be reflected in your Statement of Transactions.

Liens, Attachments and Garnishments. If we are served with a notice of lien, attachment, garnishment or other proceeding relating to you or your Card, we are authorized without notice to you (unless otherwise required by law) to pay such amount to the court or creditor in accordance with applicable state or federal law.

Privacy Disclosure. A copy of our Privacy Policy is attached as Appendix B and is a part of this Agreement. Our Privacy Policy governs our use and protection of the information you provide to us about yourself and your Cardholder Account.

Amendment. We may make changes to the terms and conditions of this Agreement at any time by posting such amendments to this Agreement on our web site and by making such amendments available upon request on our IVRU System (see Contact Information). Amendments will be effective sixty (60) days after such amendments are posted on our web site and available on our IVRU System. Cardholders are responsible for periodically checking our web site and IVRU System to ascertain whether this Agreement has been amended. If the change is for security reasons, we may implement it without advance notice.

Severability. In the event any term of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall be construed as narrowly as possible so as to affect only that term or portion of a term that is invalid, illegal or unenforceable, and all other portions of such term and the other terms of this Agreement shall remain valid and enforceable.

Translation. This Agreement is written and provided to Cardholders in both English and Portuguese. In the event of a conflict or dispute in meaning between the English and Portuguese versions of this Agreement, the English language version shall prevail.

Governing Law. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma, without regard to principles of conflict of laws. Any actions or proceedings with respect to this Agreement or any services provided under this Agreement shall be brought only before a federal or state court of competent jurisdiction in Oklahoma.

Entire Agreement. This Agreement, together with the Appendices and any amendments to this Agreement, constitutes the agreement between you and us with respect to the Prepaid MasterCard and Tal Instant Issue Card Programs. No terms or other conditions apply to our relationship with one another unless those other terms and conditions are contained in a written document signed by both of us.

Termination. Each of us has the right to terminate this Agreement. You can terminate this Agreement upon giving us notice. We can also terminate this Agreement without advance notice, especially if we terminate due to your default or other nonperformance under this Agreement, as a security precaution, if we decide to terminate the Program or as otherwise provided in this Agreement. Otherwise, depending on the circumstances, we will attempt to give you reasonable notice of our decision to terminate this Agreement, but that may not be possible in all cases and we cannot guarantee you that we will give you notice. Regardless of how this Agreement is terminated, when it is terminated you must surrender your Card as soon as possible and we will return to you any Account Residue.

Inactive Cardholder Account. If you do not access your Card or Cardholder Account for two (2) years from the date of activation, your Prepaid MasterCard and Cardholder Account will be cancelled and, if available, we will use the most recent information we have to return the Account Residue to you. However, for registered Cardholders if that information is unavailable or out of date, and we cannot otherwise return the funds to you with certainty, the Account Residue may be subject to applicable state laws regarding escheat (or forfeiture) to the state government of unclaimed property. CNB reserves the right to charge an inactive account fee, as set forth in Appendix A, if your card has not been used for a period of four (4) or more months

Indemnification. You agree to defend, indemnify and hold us, and our officers, directors, shareholders, employees, agents and representatives harmless from any claim, action, demand, loss, damage or liability (including attorneys fees and costs) made or incurred by any third party arising out of or relating to your use of the Program services.

No Assignment. You may not assign or transfer any rights or obligations you may have under this Agreement to any third party without our prior written consent. We reserve the right to assign or transfer this Agreement or any right or obligation under this Agreement without your consent.

Appendix A LIMITATIONS, PROGRAM FEES AND AVAILABILITY 4/21/2008

Fees are subject to change. Fees are expressed in U.S. Dollars. Monthly Inactive Account Fee applies to accounts with no activity for four consecutive months.

Program Fees and Charges Dollar Amount

Card Issuance	
Card Issuance (Instant Issue Card).....	\$9.95
Card Issuance (Personalized Card Order).....	\$19.95
Card Activation.....	FREE
Card Reissuance.....	\$10.00

ATM Transactions	
ATM Balance Inquiry/Denial.....	\$1.00
ATM Withdrawal.....	\$2.00

POS Transactions	
POS Load Fee*.....	FREE*
*Servicing network (including Green Dot) or agent may charge additional fees.	
POS Purchases and Cashback.....	FREE
POS Returns and Denials.....	\$0.50

Miscellaneous Services	
ACH/Payroll Load.....	FREE
Account Status Change.....	\$0.50
Check Issuance Fee (Closed Account).....	\$15.00
Dispute Fee (PIN Transaction).....	\$10.00
Dispute Fee (Signature Transaction).....	\$20.00
Dispute Fee (If Customer Found Incorrect).....	\$35.00
Internet Access to Card History and Transactions.....	FREE
IVRU (Interactive Voice Response Unit) Access.....	FREE
Inactive Card Fee (monthly after 4 months).....	\$2.95
Monthly Fee.....	\$4.95
Overdraft Fee.....	\$15.00
Paper Statement (by your request).....	\$10.00
PIN or Password Change.....	FREE
Remittance (through Banco Rendimento).....	\$5.00
Remittance (through BTS).....	\$6.00
Returned Item Fee.....	\$15.00
Transfers (card to card or card to bank account).....	\$1.00
Transfer to Live Agent (English/Spanish Speaker).....	\$4.00
Transfer to Live Agent (Portuguese Speaker).....	\$1.00
Web Access to Card History and Transactions.....	FREE

Limitations Daily Limits	
Loads (except for payroll).....	\$1,000
Payroll Load.....	No limit
Total of ATM Withdrawals, Transfers and POS.....	\$2,500
Card not present.....	\$250
Remittances.....	\$1000

Funds Availability..... Availability

Card to Card Transfers.....	Immediate
Direct Payroll Load.....	Immediate
Cash Load.....	Immediate
Merchant Holds for Purchases.....	3 days max

Contact Information:
 Call Center (both live and IVRU)..... 1-866-708-1746
 Internet:..... www.talcard.com
 In Writing:
 Prepaid Card Program
 Central National Bank & Trust Co.
 324 W Broadway
 Enid OK 73701

Appendix B TAL PREPAID MASTERCARD® AND INSTANT ISSUE CARD PRIVACY POLICY

CNB knows that our customers' privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. We collect or reserve the right to collect the following type of nonpublic personal information about you from the following sources:

- (i) information we receive from you, including but not limited to your name, address, telephone number and date of birth,
- (ii) information about your transactions with us or others such as account balances and card usage.

CNB can disclose all of the nonpublic personal information described above, as permitted by law. For example, we may disclose information in response to a request from law enforcement agencies or state regulators. We may also disclose all of the nonpublic personal information to companies that perform marketing services on our behalf. In order to make available to you a wider variety of products and services, CNB may arrange with non-affiliated parties to provide special offers. CNB may disclose all of the nonpublic personal information described above to these parties, unless you opt-out by requesting us not to make those disclosures by calling the toll free number on the back of the Card. Your opt-out choice does not apply to disclosures permitted by law or disclosures to which you have specifically consented. CNB restricts access to your nonpublic personal information to those employees whom CNB determines have a legitimate business purpose to access such information in relation with the products and services delivered to you. We reserve the right to modify or supplement this Privacy Policy at any time. Our Privacy Policy is posted on our web site and you agree to review our policy on at least an annual basis.

Our standards also apply to the confidentiality of visitors to our web site. While we may gather non-specific information such as the date and time our site was visited and the browser used, we do not collect specific information about you in this way. Some areas of our web site use "cookies" to allow us to know if you have visited this site before. If you voluntarily send us information, by e-mail or by completing one of our online registration forms, we will retain the information so that we may respond to your request or assist you.

If you have any concerns about this statement, or with our privacy practices or this Policy, please contact us at the Contact Information listed on Appendix A.