NYSCEF DOC. NO. 3

EXTURIT "A"

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PREPAID CARD PROGRAM AGREEMENT

This PREPAID CARD PROGRAM AGREEMENT (the "Agreement") dated this 16th day of June, 2016 ("Effective
Date"), is by and between and the same and t
d 2003, New York, NY 10004, and 300, 300, N.A., a federally-chartered
bank having its principal offices at 200 University Avenue West, St. Paul, Minnesota 55103 ("Bank"). UFT and Bank
are collectively referred to as the "Partles" and are individually referred to as a "Party."

RECITALS

- (a) Bank is a member of Visa, MasterCard, Discover and various other card associations and electronic payment networks, and, among other things, issues prepaid cards and establishes settlement accounts for the settlement of card transactions;
- (b) UFT is a provider of white-labeled digital banking solutions to third-parties, and as part of its 'fully managed' solutions, is also a marketer of prepaid cards through various retail channels as set forth herein, and desires to market and distribute Cards on behalf of Bank;
- (c) Bank and UFT desire to collaborate in developing, marketing and distributing Cards issued by Bank under the Card Programs contemplated herein;
- (d) Bank desires to (i) retain UFT to provide certain technological, marketing and program management services; (ii) have UFT market Bank's Programs in accordance with this Agreement; and (iii) grant to UFT sponsorship into the Network (as defined below) and the privileges that relate to said sponsorship for the purposes of marketing Bank-Issued prepaid Cards to UFT's customers; and
- (e) UFT desires to (i) provide its marketing services to Bank; (ii) serve as the Bank's limited agent solely for the purposes of marketing Bank's Programs to UFT's customers in accordance herewith; and (lii) remit to Bank such Load Amounts as UFT receives from any third party retailers and sellers.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties hereto, intending to be legally bound, agree as follows:

1. CERTAIN DEFINITIONS.

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

- (a) "Activity Account" means the Bank-owned account maintained by Bank and used for Settlement of all Transactions initiated by use of a Card by or on behalf of a Cardholder.
- (b) "Applicable Law" means any applicable international, federal, state, or local law, and any regulation, rule, supervisory guidance, directive, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a Party, or any applicable rule or requirement of any Network related to the issuance, sale, authorization or usage of the Cards or services to be provided under this Agreement.
- (c) "Card" means a prepaid card issued and/or sold by Bank to a Cardholder pursuant to this Agreement, used for the purchase of goods and services and/or the withdrawal of funds by accessing the available

