

**Enrollment In Payroll Card Program**  
**(Associate Program)**

The undersigned person (hereinafter referred to as "you" or "your"), is an employee of \_\_\_\_\_ (the "Employer"), and hereby agrees that all future payments of payroll amounts to you by the Employer shall be made by electronically loading such amounts on a stored value card (the "Payroll Card") to be issued to you by TIB – The Independent BankersBank, a Texas banking corporation with offices in Irving, Texas. (the "Bank").

By signing at the place provided below, you (i) acknowledge receipt of a copy of, and an opportunity to review, the Payroll Card Terms and Conditions (the "Terms and Conditions") governing use by you of the Payroll Card and (ii) agree to be bound by all of the Terms and Conditions. By signing at the place provided below, you agree that to the maximum extent permitted by applicable law, (i) any dispute involving claims of less than \$10,000 between you and either the Employer or the Bank regarding the Payroll Card shall be resolved by binding arbitration conducted in Dallas, Texas under Rules of the American Arbitration Association (the "AAA") for Resolution of Consumer-Related Disputes, (ii) any such dispute involving claims of \$10,000 up to and including \$75,000 shall be conducted under the Expedited Procedures of the AAA Commercial Arbitration Rules and (iii) any such dispute involving claims of more than \$75,000 shall be conducted in accordance with the AAA Commercial Arbitration Rules, all as in effect on the date any such claim is made, provided however, that you shall not be prohibited from seeking relief in a small-claims court for disputes within the scope of such court's jurisdiction, even in consumer-arbitration cases filed by either the Employer or the Bank. Any such arbitration shall be conducted by a single arbitrator, who shall have authority to award actual damages, attorney's fees, and costs of arbitration to the prevailing party, but shall have no authority to award any penalties or any exemplary, consequential, or punitive damages to any party.

Cardholder \_\_\_\_\_ Card Number \_\_\_\_\_

**NOTICE:** The Bank requires the following information in order to issue a Payroll Card to you. The Bank will use such information to verify your identity.

1. Printed Name of Employee: \_\_\_\_\_
2. Residence Address: \_\_\_\_\_
3. Mailing Address (if different from 2., above): \_\_\_\_\_  
\_\_\_\_\_
4. Date of Birth: \_\_\_\_\_
5. For U.S. person, U.S. Taxpayer I.D. No. (SSN) \_\_\_\_\_
6. For Non-U.S. persons:
  - a. U.S. Taxpayer I.D. No. (SSN) \_\_\_\_\_
  - b. Passport number: \_\_\_\_\_  
Country of Issuance: \_\_\_\_\_
  - c. Alien I.D. Card No.: \_\_\_\_\_
7. For all Applicants: Document evidencing identity and residence: (attach photocopy of front and back of document)

See Reverse Side

As set forth in the Terms and Conditions, you agree that the Bank may make all transaction activity related to the Payroll Card available to you electronically, and statements regarding such account will be made available by the Bank for viewing online by you at <https://www.onlinepaycard.com/tib>.

In order to access and retain electronic communications from the Bank, you must have access to a personal computer that has a modem, and an internet service provider.

**NOTICE OF ARBITRATION AGREEMENT**

*This agreement provides that all disputes between you and the Bank will be resolved by binding arbitration.*

*You thus give up your right to go to court to assert or defend your rights under this agreement (except for matters that may be taken to small claims court).*

- *Your rights will be determined by a neutral arbitrator and not by a judge or jury.*
- *You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court.*
- *Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.*

**FOR MORE DETAILS**

*Review the second paragraph of this agreement, check the Web site of the American Arbitration Association at [www.adr.org](http://www.adr.org), or call the American Arbitration Association at 1-972-702-8222.*

Signed and dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant