IMPORTANT DISCLOSURES: PLEASE READ BEFORE YOU SIGN THIS AGREEMENT

If you are owed a federal tax refund, you have a right to choose how you will receive the refund. There are several options available to you. Some options cost money and some options are free. Please read about these options below.

- 1. You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. If you file your tax return electronically, you can receive a refund check directly from the IRS in as little as 21 to 28 days from the time you file your tax return or the IRS can deposit your refund directly into your bank account in as little as 8 to 15 days from the time you file your tax return. If you file a paper return, your refund will take 5 to 7 weeks to receive. You do not have to obtain a RAL in order to take advantage of this option.
- 2. You can file your tax return electronically or by paper and have META process your income tax refund by applying for an Refund Transfer without obtaining a RAL from META. If you file your tax return electronically or by paper you can request the IRS to deposit your refund with META. Upon receipt of your refund, META will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your tax return and any other amounts authorized by you and disburse the balance of your refund to you. Refunds are received in as little as 8 to 15 days from the time you file your tax return if your tax return is filed electronically and 5 to 7 weeks if you file by paper. META charges a \$32.00 tax refund account-handling fee (and an additional \$10 to process your state refund). If you have an existing bank account you can use to receive your refund, you should seriously consider having the refund sent to that bank account instead of getting an Refund Transfer (and incurring the associated fees).
- 3. You can file your tax return electronically and apply for a RAL and/or a RAL Advance from META. If you file your tax return electronically and apply for and are approved for a RAL, the loan proceeds will be available to you in as little as 24 hours from the time you file your tax return. A RAL is a loan from META in the amount of all or part of your refund. Your refund is used to pay back the loan. If META does not receive your refund, you are responsible for paying back META the full amount of the loan. If you also apply for and are approved for a RAL Advance, your RAL Advance proceeds will be available to you within 1 hour from the time you file your tax return. You do not have to apply for a RAL Advance in order to apply for a RAL but you cannot apply for RAL Advance without applying for a RAL. The cost of a RAL includes a Finance Charge ranging from \$3.50 to \$87.00, in addition to the \$32.00 tax refund account-handling fee. RAL Advances cost an additional \$39. The cost of a RAL or a RAL Advance may be high compared to other potential sources of credit, such as credit cards, equity lines, etc. Please refer to your Truth In Lending Act (TILA) disclosures for detailed information about any RAL or RAL Advance you may receive.

* * *

Collection of outstanding debt. If you have an outstanding MoneyPower or other loan from META or an outstanding RAL, RAL Advance, Holiday Express Loan or other loan from any other lender named in Section 8 below (each such other lender an "Other Lender" and each such outstanding loan a "Prior Debt"), META will not make a RAL to you and will use this signed Agreement as your authorization to deduct the amount of the Prior Debt from your Refund Transfer and pay the Prior Debt your behalf prior to disbursing any remainder of your RAL or Refund Transfer, after fees and costs, to you. If you have a Prior Debt from an Other Lender, META will be acting as a third party debt collector in collecting such Prior Debt. If you have Prior Debt and do not want some or all of your tax refund to be used to repay this Prior Debt, do not sign this Application. See Section 8 below for more information concerning the collection of Prior Debt.

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 2 of 8)

SECTION 16 OF THIS AGREEMENT IS AN ARBITRATION PROVISION. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE.

APPLICANT INFORMATION (Complete for both taxpayers if filing a joint return)

Taxpayer's NameSocial Security No	Taxpayer's NameSocial Security No
the terms "you" and "your" refer to the person signing be "META," "we" and "our" refer to MetaBank, a federal sa state if applicable) income tax return prepared and filed receive your income tax refund(s) on your behalf and to mETA to establish a temporary deposit account (the "Acc Internal Revenue Service ("IRS") and/or state taxing auth when META receives your income tax refund(s), you a \$32.00 (plus \$10.00 if both a federal and state refund ar and to disburse any remaining balance in the Account approved for a loan, you authorize META to deduct the total state refund to the state refund are approved for a loan, you authorize META to deduct the total state refund are state refund as a state refund and to disburse any remaining balance in the Account approved for a loan, you authorize META to deduct the total state refund are state refund as a s	Transfer and Refund Anticipation Loan (RAL) Application and Agreement ("Agreement"), elow as the "Taxpayer" (or, if a joint return is being filed, both "Taxpayers"). The terms avings bank located in Sioux Falls, South Dakota. You are having your 2009 federal (and by your Tax Preparer/Electronic Filer ("Tax Preparer") and hereby authorize META to make disbursements from your refund(s) as authorized by this Agreement. You authorize count") in your name for the purpose of receiving a direct deposit of your refund from the horities and to facilitate the processing and payment of your loan (if applicable). If and authorize META to deduct from your Account a tax refund account handling fee of the processed), and any other amounts, fees and charges authorized by this Agreement to you using the disbursement method indicated below. If you apply for and are otal loan amount from your Account prior to disbursing the balance of the Account to you a proceeds). Unless there are delays by the IRS, you can expect your refund to be direct time the IRS accepts your electronic tax return.
	agraph, you hereby authorize META to receive and process your federal tax refund as lected in Section 6. Even if you do not initial this paragraph, you will receive a Refund
income tax refund(s) as outlined in Section 1, you are required more than \$7500. If META denies your application for a amount at META's discretion. The Finance Charge for a RAL, you will also be charged a \$32.00 account-handling account-handling fee, your RAL Advance (if applicable) a RAL proceeds are disbursed to you. If your RAL is an acknowledges acceptance of your tax return. If and when and pay any other applicable fees and charges from your Adoes not receive a large enough federal income tax refund charge and other fees payable to META are fully earner guarantee the amount of your tax refund or the date it will be application until META receives an accepted acknowledge and until it approves your RAL application; and (iv) MET return. You authorize META to verify your credit and emyour Tax Preparer. You acknowledge that META will reinformation received as accurate and final. If a joint return	questing a RAL from META in the amount of your IRS refund but not less than \$300 or RAL for the maximum amount, you authorize META to provide you a RAL in a lesser RAL is 1.16% of the loan amount up to a maximum of \$87. Whether or not you receive a g fee as described in Section 1. If you are approved for a RAL, the finance charge, the nd any fees and charges due your Tax Preparer will be deducted from the RAL before the proved, your RAL proceeds will be disbursed to you within 48 hours after the IRS META receives your federal income tax refund, you authorize META to repay the RAL account before disbursing any fund balance to you in accordance with Section 1. If META do to pay your RAL in full, you must pay the balance upon demand. The prepaid finance when your RAL is approved and disbursed. You understand that: (i) META cannot be issued; (ii) META will not consider your RAL application complete or act on your RAL ment from the IRS; (iii) META is under no obligation to provide you with a RAL unless TA is not affiliated with the Tax Preparer and does not warrant the accuracy of your tax apployment references and any other personal information of yours provided to META by rely on this information in making a credit decision and that META will consider the is filed and only one taxpayer is applying for this credit, the other taxpayer should sign as enied or if you decline to accept your loan proceeds for any reason, we will process your 1, 2 and/or 5.
Advance before your tax return has been accepted by the RAL Advance is approved, the RAL Advance will be disbut is available in some locations), within one hour after your approved for both a RAL Advance and a RAL. You can ap \$39 finance charge will be deducted from the proceeds of regular RAL are approved, your second disbursement (for proceeds of the RAL Advance already disbursed to you a application for a regular RAL is then denied, you understat tax preparation fee, the \$32.00 account handling fee and a RAL Advance in order to apply for a RAL but you may your approval for a RAL Advance does not guarantee Advance unless you are prepared to accept the RAL Advance does not guarantee Tuth-in-Lending Act (TIL)	Ilso initialed this paragraph, you are requesting META to advance \$1000 to you as a RAL IRS and before META decides whether to approve your full RAL. If your request for a pursed to you, using the disbursement method selected in Section 6 (only Card disbursement application has been filed. Your RAL Advance will become part of your RAL if you are apply for a RAL Advance if you have a minimum refund of \$2500 and meet other criteria. At the RAL Advance before they are disbursed to you. If both your RAL Advance and your rethe regular RAL) will reflect a reduction for the full amount of the RAL Advance (the und the \$39 RAL Advance Finance Charge). If you receive your RAL Advance and your and and agree that your RAL Advance must still be repaid. Additionally, you must pay your not apply for a RAL Advance without simultaneously applying for a RAL Because that you will be approved for any additional RAL, you should not apply for a RAL Ivance with or without further RAL funding. If you have applied for a RAL Advance, A) Disclosure forms based on three differing assumptions, reflecting three different RAL you applied for; (2) you receive the RAL Advance but not the RAL you applied receive a RAL in the maximum potential amount.

5. STATE REFUND TRANSFER: By initialing this paragraph, you hereby authorize META to receive and process your state tax refund as described in Section 1 using the disbursement method selected in Section 6.

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 3 of 8)

6. DISBURSEMENT METHOD:

Cashier's Check: B check printed by your Ta		ou request META to disburse your RAL, RAL Advance and/or Refund Transfer by a cashier's
you have obtained or are		oh, you request META to deposit your RAL, RAL Advance and/or Refund Transfer to the Card nat you have received and reviewed the Terms and Conditions applicable to the Card, by to the Card.
bank account. It may ta Refund Transfer funds a representative enter you cashier's check printed	ke up to 3 <u>business</u> days from the received in your bank account personal bank account info by your Tax Preparer. If the nt method and you are approv	ou request META to deposit your RAL proceeds or Refund Transfer directly to your personal in the time any RAL is disbursed or refund is deposited into the Account before your RAL or ount. If you select this option, please enter your bank account information below. If you or your ormation incorrectly and your funds are returned to META, the funds will be disbursed by a funds are not returned to META, you will be responsible for the loss. If you select direct yed for a RAL and a RAL Advance, your Advance RAL proceeds will be disbursed to you by
RTN	DAN	

- CONSENT/AUTHORIZATION: If you apply for and are approved for a RAL, you authorize META to make the payments and collect the fees set forth on the TILA Disclosure form you have received. If and when your 2009 federal tax refund is received in the Account, you authorize META to deduct from the Account the Total Loan Amount disclosed on your TILA Disclosure form prior to disbursing to you any funds remaining in the Account. However, if META approves a RAL in less than the full amount requested, you will receive a replacement TILA disclosures attached to the check used to disburse your RAL proceeds. (Disbursement of RAL proceeds onto the E1 Card or by direct deposit is not available in this circumstance). The replacement TILA disclosures will show a lower amount financed and finance charge and may show a higher APR. You will have a choice of accepting the smaller RAL or instead obtaining a Refund Transfer. If your RAL is denied, you decline to accept your RAL proceeds for any reason or you apply for a Refund Transfer, META will keep the Account open to receive your tax refund(s). If and when META receives your tax refund(s), META will process them in accordance with Section 1 using the disbursement method selected by you. The \$32.00 account handling fee and any other fees and charges authorized by this Agreement will be deducted from the Account before the balance of your refund proceeds are disbursed to you. If you receive a RAL and/or RAL Advance and META does not receive an IRS refund sufficient to repay such loan(s), you must still pay the balance due.
- 8. COLLECTION OF PRIOR DEBTS. You authorize META, Santa Barbara Bank & Trust ("SBBT"), Republic Bank & Trust Company/Refunds Now ("Republic" and, together with SBBT, the "Other Lenders") and the transmitter of your tax return (the "Transmitter") to exchange information about your outstanding MoneyPower and other loans from META and your outstanding RAL, Money Now Loan, Holiday Express Loan and similar loans from the Other Lenders ("Prior Debts"). If you have a Prior Debt that has not been discharged in bankruptcy, you irrevocably authorize META to deduct from the Account, in addition to the other fees and charges payable hereunder, the total amount due on such Prior Debt. META will retain such amount (if owed to META) or forward such amount to the appropriate Other Lender (if owed to it) in payment of the Other Debt prior to disbursing any remaining balance in the Account to you.

You understand that META is acting as a third party debt collector in attempting to collect any Prior Debt owed to an Other Lender and will use this authorization and any information obtained in connection with this Agreement to collect any such Prior Debt. You also understand that, by signing this Agreement, you are submitting to a collection process that may result in you repaying a Prior Debt, even if the Other Lender is prevented by law from bringing a lawsuit against you to collect the Prior Debt.

If META believes you have a Prior Debt with an Other Lender that is subject to collection under this Section 8, META has already provided you notice of this fact but will also send you a notice within the next five days confirming its belief. The notice will set forth the amount of such Prior Debt and the name, address and telephone number of the Other Lender to whom the Prior Debt is owed. You will have 30 days from the date you receive the notice to notify META that such Prior Debt (or any portion of it) is disputed. If you timely dispute such Prior Debt, META will obtain and mail to you a verification of such Prior Debt or a copy of a judgment against you, and META will provide you with the name and address of the original creditor, if different from the current creditor. Until META does these things, META will not take further steps to collect such disputed Prior Debt. IF YOU HAVE A GOOD FAITH DISPUTE CONCERNING ANY PRIOR DEBT TO AN OTHER LENDER, YOU SHOULD EXERCISE YOUR RIGHT TO ASSERT THAT DISPUTE, EVEN IF YOUR REFUND HAS ALREADY BEEN TRANSMITTED TO THE ACCOUNT AND YOUR PRIOR DEBT HAS BEEN REPAID.

9. SHARING INFORMATION: You authorize the Tax Preparer, the company that assists in transmitting your return to the IRS (the "Transmitter") and the IRS (and/or state taxing authority) to disclose your 2009 tax return and refund information to META. You acknowledge that META may share information about you with (a) the Tax Preparer, the Transmitter and other third parties to the extent necessary to process your product request and (b) lenders who are performing third-party debt collection on behalf of META. This sharing is not subject to your consent or right to opt out.

By signing below, you consent to META, the Tax Preparer, the Transmitter and other lenders sharing information about you with each other from time to time for other purposes, including without limitation to underwrite RALs and other loans and to offer you other products and services of the Transmitter. You may revoke this consent by contacting META in writing at P.O. Box 1270, Solana Beach, CA 92075 or calling 888-353-7228. By signing below, you also authorize META, the Transmitter and their servicers to obtain consumer reports on you from time to time in connection with your RAL or RAL Advance or to offer you additional products or services.

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 4 of 8)

- 10. SECURITY INTEREST AND ASSIGNMENT. You hereby assign to META your 2009 federal income tax refund, your Account, and all funds deposited therein, to the extent necessary to repay your RAL or RAL Advance and/or to facilitate collection by META of any other amounts authorized by this Agreement. You also grant META a security interest in the same. You agree that META may assign, sell or transfer its ownership of any RAL or RAL Advance and all or part of its rights arising under this Agreement to a third party or affiliate of META. You may not revoke this security interest or any assignment.
- 11. MISCELLANEOUS. (a) The provisions in this Agreement survive the approval of this Agreement and the disbursement of any bank product proceeds to you. (b) The enforcement and interpretation of this Agreement and the transactions contemplated herein (including, without limitation, the applicable interest rate) shall be governed by the laws of the United States and, to the extent state law applies, the substantive law of South Dakota. (c) To the extent permitted by applicable law, you agree to pay any costs of collection, including reasonable attorneys' fees, if any amount due hereunder is not paid when due.
- **CERTIFICATION.** You hereby certify that: (a) you are not delinquent in the payment of taxes, either individual or business, to the IRS or any state agency; (b) you are not delinquent in the payment of any child support or alimony; (c) you are not delinquent in the payment of any student loans, Veteran Administration loans or other Federally sponsored loans; (d) you have not previously filed a 2009 federal income tax return; (e) you have not paid any estimated tax and did not have any portion of your 2008 refund applied to your 2009 taxes; (f) you are of legal age to enter into contracts in the State where you reside; (g) you do not have a power of attorney presently in effect or on file with the IRS to direct your federal tax refund to any third party; (h) you have read and understand all documents relating to this Agreement, including disclosure statements; (i) you are not presently making regular payments and are not delinquent in making such payments to the IRS for unpaid taxes in prior years; (j) you do not have a bankruptcy petition filed nor do you anticipate filing a bankruptcy petition within the foreseeable future; (k) you have presented your Tax Preparer with one form of picture I.D. issued to you by a government agency and your valid social security card or IRS label showing your name and SSN and, if you are claiming dependents, valid social security cards for each dependent claimed on your tax return; and (l) you are not a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer ("Member"), and are not a Member's spouse, a Member's child under the age of eighteen years old, or an individual for whom a Member provided more than one-half of my financial support for 180 days immediately preceding today's date.
- 13. ACKNOWLEDGEMENT REGARDING TAX PREPARER AND THE TRANSMITTER. You agree that neither your Tax Preparer nor the Transmitter is acting as your agent or is under any fiduciary duty to you regarding this Application or your RAL. Among other things, you agree and consent to the receipt by your Tax Preparer and/or the Transmitter of fees as set forth in this Agreement.
- 14. **COMPENSATION**: META will pay compensation to the Transmitter in consideration of rights granted by the Transmitter to META and the performance of services by the Transmitter on behalf of META.
- 15. LOAN CONSUMMATION; CANCELLATION. If META approves a RAL for a lower amount than the amount reflected in the TILA Disclosure statement you received, you are not bound to accept the RAL unless and until you receive an updated TILA disclosure and choose to accept the RAL described therein. Additionally, you may rescind any RAL Advance or RAL you receive within 48 hours by either returning the original check issued for the loan or providing the amount of the loan in cash to META. You will not be charged a fee for rescinding the loan or a finance charge if the loan is rescinded but you will be charged all tax preparer fees, META's tax refund account handling fee and any amounts described in Section 8.

16. ARBITRATION PROVISION.

READ THIS ARBITRATION PROVISION. IF YOU DON'T REJECT IT IN ACCORDANCE WITH THE PARAGRAPH CAPTIONED "YOUR RIGHT TO REJECT," IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

General: This Arbitration Provision describes when and how a Claim (as defined below) between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Certain terms are defined elsewhere in this Agreement and are not otherwise defined in this Arbitration Provision. However, as solely used in this Arbitration Provision, the terms "we," "us" and "our" mean not just META but also the Transmitter; their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and franchisees; and any of their employees, officers, directors and agents. For purposes of this Arbitration Provision, these terms also mean any Tax Preparer or service provider providing services in connection with your Refund Transfer, RAL or this Agreement, if such person or entity is also the subject of a Claim brought against us.

Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which contains your name and address, the date of this Agreement and a statement that you (all of you, if more than one) reject the Arbitration Provision contained in this Agreement. The rejection notice must be sent to MetaBank, P.O. Box 1270, Solana Beach, CA 92075, Attn. Arbitration Opt-Out. A rejection notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within thirty days after the date of this Agreement. Your rejection of this Arbitration Provision will not have any effect on any other provision of this Agreement, your likelihood of approval for a RAL Advance or RAL or any other arbitration agreement between you and us, which will remain in full force and effect.

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 5 of 8)

What Claims Are Covered: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or any Refund Transfer, RAL Advance or RAL you request, including disputes arising from actions or omissions on or prior to the date of this Agreement. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). It also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Agreement. However, notwithstanding any language in this Arbitration Provision to the contrary, the term "Claim" does not include any dispute about the validity, effect or enforceability of the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in the paragraph captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), and any such dispute shall be resolved by a court and not by an arbitrator or arbitration administrator.

How Arbitration Is Started: Either you or we may require any Claim to be arbitrated. Arbitration is started by giving written notice to the other party of the intent to start or to compel arbitration. This notice may be given before or after a lawsuit has been started over the Claim and may address any Claims brought in the lawsuit, provided that a party may not pursue a Claim in a lawsuit and then seek to arbitrate that same Claim unless the other party has asserted another Claim in the lawsuit or an arbitration. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator. We will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org., JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within 20 days after that dispute is finally resolved). If you do not select the Administrator on time, we will do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

<u>Court and Jury Trials Prohibited; Other Limitations on Legal Rights:</u> IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Prohibition Against Certain Proceedings: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

Location and Costs of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to you. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you can't afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If we think your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration, provided that we will pay your fees if you prevail or if we must bear such fees in order for this Arbitration Provision to be enforced. Also, we will bear any fees if applicable law requires us to.

Governing Law: This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 6 of 8)

Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$100,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$100,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party and we will pay those fees if you are the prevailing party or if (and to the extent) necessary for this Arbitration Provision to be enforced.

Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts to us, any legal proceeding and any bankruptcy, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other terms of this Agreement, on the other hand, this Arbitration Provision shall govern.

Severability: If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision. Notice and Cure; Special Payment: Prior to initiating a lawsuit or arbitration proceeding regarding any Claim, the party asserting the Claim (the "Claimant") shall give the other party or parties (the "Defending Party") a written Claim Notice and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail or by email to the address you have provided us (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to MetaBank, P.O. Box 1270, Solana Beach, CA 92075, Attn: Claim Notice (or any updated address we subsequently provide). Any Claim Notice you send must give your name, address, social security number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests and must give the Defending Party a reasonable opportunity to respond to the demand for relief. If: (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) we refuse to provide you with the relief you request; and (iii) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$5,100 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

SIGNATURES: By signing below, you represent that everything you have stated in this Agreement is true and correct. You represent that you have read and understand each of the terms and conditions herein and that you agree to each of these terms and conditions. If you are applying for a RAL Advance and/or a RAL, you confirm the certification in Section 12 to the effect that you are not an active military member or dependent and you acknowledge receiving the applicable Truth-in-Lending (TILA) disclosure forms therefor. These TILA disclosures include additional important terms and conditions concerning your loan and you acknowledge that you have read and understand these additional disclosures and agree to the terms and conditions therein. If approved for a RAL or RAL Advance, you promise to pay upon demand or from the Account the "Total Loan Amount" disclosed on the applicable TILA disclosure form. If you apply for and receive a RAL Advance and/or a RAL and the tax refunds deposited to your Account are insufficient to pay such loan, you promise to pay such loan immediately upon demand. You acknowledge receiving a completed copy of this Agreement and, among other things, consent to the collection authorization in Section 8 above and the Arbitration Provision in Section 16 above which may substantially limit your rights in the event of a dispute. If you have elected to have funds disbursed onto your Card, you acknowledge that you have received, read, understand and agree to the Card terms and conditions.

Taxpayer/Applicant	Date	Joint Taxpayer/Co-Applicant	Date
•	onditions herein in	applicant and you do not want personal lincluding the granting of a security interest and liability on the loan.)	
Witness (Tax Preparer)			
Signature of Tax Preparer and/or E	lectronic Filer: _		Date:
META agrees to all of the terms of	this Agreement.		

META REFUND TRANSFER AND REFUND ANTICIPATION LOAN (RAL) APPLICATION AND AGREEMENT (Page 7 of 8)

FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES: Your refund will be deposited into the Account electronically and payments will be made electronically from the Account. You will not be liable for any unauthorized electronic transfers. We will disclose information to third parties about your Account or the transfers you make where it is necessary for completing transfers, in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, in order to comply with government agency or court orders or if you give us your written permission. If we do not complete a transfer to or from the Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if circumstances beyond our control (such as fire or flood or your provision of incorrect information) prevent the transfer, despite reasonable precautions that we have taken. If you believe that there has been an unauthorized transfer, or if you have a question about the Account, write to MetaBank, Attn: Tax Products Group, P.O. Box 1270, Solona Beach, California 92075 or telephone (888) 353-7228, and provide us with your name, a description or explanation of the error and the dollar amount of the suspected error. META will advise you of the results of its investigation within 10 business days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

In Case of Errors or Questions About Your Electronic Transfers, or If You Need More Information About a Transfer, telephone us at (888) 353-7228 or write us Attn: Tax Products Group, P.O. Box 1270, Solona Beach, California 92075 as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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 account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account 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.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

USA PATRIOT ACT DISCLOSURE: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When we open an Account for you for the purpose of receiving your IRS refund deposit or if you apply for one of our products, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

TRUTH IN SAVINGS DISCLOSURE: The Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) 2009 federal (and 2009 state, if applicable) income tax refund. We will charge the fees set forth in Section 1 for the Account. No other deposits may be made to the Account. No withdrawals will be allowed from the Account except the payments set forth in Section 1 above. No interest will be paid on Account funds. The Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you.

New York Residents: A credit report may be requested in connection with your Agreement. At your request META will tell you whether or not a credit report was obtained and, if so, the name and address of the credit-reporting agency that furnished the report. Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Wisconsin Residents: Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision. Iowa Residents: NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. California Residents: Married applicants may apply for separate credit. All States: Taxpayers filing jointly may apply for individual credit.

MetaBank Privacy Notice

Dear Customer. In the process of applying for a tax-related bank product from MetaBank (META), you were required to provide us with information about yourself and we obtained information about you from others. Federal financial privacy laws require us to provide you with this statement. In this Privacy Notice, "Confidential Information" means most non-public personally identifiable information about you. This Notice applies only to individuals who have applied for a tax-related bank product from META. We may change our privacy policy at any time, giving you any notice that may then be required.

Confidential Information we collect. The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax-related bank product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, other lenders, tax preparers and similar providers, such as payment histories, balances due or tax information. We may also collect information concerning your credit history from a credit-reporting agency.

Information we share and with whom. We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. META and other tax-related bank product providers may disclose information to each other about their experiences with you in order to collect outstanding tax-related loans or tax preparation fees, or to prevent actual or potential fraud, unauthorized transactions, claims or other liability. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed bank product application and agreement included a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law without your consent.

Former customers. These policies continue to apply after you become a former customer.

Joint marketing. Confidential Information that we collect as described above may be shared with the Transmitter so that the Transmitter and META can offer you additional products and services.

Security procedures we use to protect your Confidential Information. Inside META, your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We train our employees on their responsibility to maintain the privacy of your Confidential Information. We also maintain physical, electronic and procedural safeguards that comply with federal standards to guard your Confidential Information.

Questions? If you have any questions regarding our Privacy Policy, please call 888-353-7228.

Name:	SSN:
Name:	SSN:

REFUND ANTICIPATION LOAN (RAL) TRUTH-IN-LENDING ACT (TILA) DISCLOSURE FORM

Note: If you apply for and are approved for a RAL, of if you apply for a RAL and a RAL Advance and your RAL Advance is denied or rejected but your RAL is approved, this Disclosure Form will apply.

In this TILA Disclosure Form, the terms "you", "your" and "yours" refer to the applicant(s). The words "we", "us" and "our" refer to MetaBank ("META").

ANNUAL PERCENTAGE RATE(estimated) The cost of your credit as a yearly rate%	FINANCE CHARGE The dollar amount the credit will cost you. \$	Amount Financed The amount of credit provided to you or on your behalf. \$
your tax refund with META which should Creditor: MetaBank Prepayment: If you pay off early, you wil Security: When you apply for a RAL you Deposit Account to the extent of your RA Anticipation Loan (RAL) Application And	t for any additional information about nonpay	e Prepaid Finance Charge. our federal tax refund and your n your Assisted Refund And Refund
ITEMIZ	ATION OF AMOUNT FINANCED	
 Amount paid directly to you Amount paid to Tax Preparer Amount paid to Service Burea Amount paid to Transmitter Account-handling fee paid to Cash Card load fee paid to So Amount Financed (add 1-6) 	META* anta Barbara Bank & Trust	\$ \$ \$ \$ \$ \$
8. Total Prepaid Finance Char	ge paid to META	\$
9. Total Loan Amount (7+8) (l	oan amount you are applying for)	\$
*A portion of the account handling fe	ee may be shared with the Transmitter of your tax r	eturn.
amount of the refund will be. If META approved form, attached to the cashier's check for your Freplacement TILA disclosures will show a low	no control over and cannot guarantee if or when the a RAL for a lower amount than requested, you RAL proceeds, and you will have the opportunity the finance charge, amount financed and total loan	will receive a replacement TILA disclosure to accept or reject the RAL. The
BY SIGNING BELOW, you acknowledge that	at you have received this TILA Disclosure Form.	
Date Applicant	Co-Applicant (joint taxp	ayer must sign if also applying for loan)

Name:	SSN:
Name:	SSN:

REFUND ANTICIPATION LOAN (RAL) TRUTH-IN-LENDING ACT (TILA) DISCLOSURE FORM

Note: If you apply for a RAL and a RAL Advance and your RAL and RAL Advance are approved, this Disclosure Form will apply.

In this TILA Disclosure Form, the terms "you", "your" and "yours" refer to the applicant(s). The words "we", "us" and "our" refer to MetaBank ("META").

, ,		
ANNUAL PERCENTAGE RATE(estimated)	FINANCE CHARGE	Amount Financed
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf. \$
your RAL Advance, if applied for and app Creditor: MetaBank Prepayment: If you pay off early, you will Security: When you apply for a RAL you Deposit Account to the extent of your RAL Anticipation Loan (RAL) Application And	occur approximately 12 days from the day yo roved, is disbursed.) I not be entitled to a refund of part or all of the will be granting META a security interest in y L and any other fees or charges authorized in Agreement (the "Agreement"). It for any additional information about nonpayor	Prepaid Finance Charge. our federal tax refund and your your Assisted Refund And Refund
ITEMIZ/	ATION OF AMOUNT FINANCED	
*A portion of the account handlin ** If line 8 shows a RAL Advance	META* RAL advanced to you) \$ anta Barbara Bank & Trust	in the box above and in line
amount of the refund will be. If META approves form, attached to the cashier's check for your R replacement TILA disclosures will show a lower	no control over and cannot guarantee if or when the a RAL for a lower amount than requested, you that the proceeds, and you will have the opportunity the finance charge, amount financed and total loan but you have received this TILA Disclosure Form.	will receive a replacement TILA disclosure o accept or reject the RAL. The
Applicant	Co-Applicant (joint taxpa	ayer must sign if also applying for loan)

	SSN: SSN: ND ANTICIPATION LOAN (RAL) ADVA H-IN-LENDING (TILA) DISCLOSURE FO	
apply to your RAL Advance.	L ADVANCE and your RAL is denied or r 'you", "your" and "yours" refer to the applica	,
refer to MetaBank ("META"). ANNUAL PERCENTAGE RATE (estimated)	FINANCE CHARGE	Amount Financed
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.
113.94%	\$ 39	\$ 961
Payment Schedule: One payment equal to \$1000 will be due when the IRS makes a direct deposit of your tax refund with META which should occur approximately 13 days from the day your loan is disbursed. Creditor: MetaBank Security: When you apply for a RAL Advance you will be granting META a security interest in your federal tax refund and your Deposit Account to the extent of your RAL Advance and any other fees or charges authorized in your Assisted Refund And Refund Anticipation Loan (RAL) Application And Agreement ("Agreement") Prepayment: If you pay off early, you will not be entitled to a refund of part or all of the Prepaid Finance Charge. Contract Reference: See the Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.		
	ATION OF AMOUNT FINANCED	0.004
Amount of RAL Advance paid Z. Total Prepaid Finance Char	directly to you (Amount Financed) ge (META Bank Fee)*	\$ 961 \$ 39
3. Total RAL Advance (Total Lo	oan Amount) (1+2)	\$ 1000

BY SIGNING BELOW, you acknowledge that you have received this TILA Disclosure Form.

*A portion of the META Bank Fee may be shared with the Transmitter of your tax return.

Date:	
Applicant	Co-Applicant (joint taxpayer must sign if also applying for loan)

Name: Name:	SSN: SSN:			
Name.	REFUND TRANSFER FEE	DISCI OSLIBE		
signing below. The words "we" the REFUND PROCESSING A	e disclosure form, the term "you", , "us" and "our" refer to MetaBanl ND REFUND ANTICIPATION LC of your IRS refund, META will pa	"your" and "yours" ("META"). In acc	ordance with your instructions N AND AGREEMENT	in
Expected Federal Re	und Amount		\$	
Authorized Deduct	ions:			
1. Amount pa	id to Tax Preparer	\$		
2. Amount pa	id to Transmitter		\$	
3. Account-ha	andling fee paid to META*	\$		
4. Cash Card	load fee paid to Santa Barbara E	ank & Trust	\$	
5. Amount pa	id to Service Bureau		\$	
Amount paid directly t	o you**		\$	
transmitter of your tax	fee may be shared with the tax preturn. This fee is increased by only be collected from the state	\$10 if META also		
and pay the \$10 state (if any) of the state re	A receives your state refund before and the fees indicated in 1,2 fund to you. The \$32.00 accounts paid after the state refund is disbust states.	, 4 and 5 before dis t handling fee and	sbursing the balance any fees shown	
refund or if you owe a refund. If the amount	paid directly to you may be less if ny outstanding debts that you ha actually paid to you is less than t n on our website by logging on to	ve authorized us to he amount shown	o collect from your above, you can view	

ADDITIONAL DISCLOSURES: Once your AGREEMENT has been signed and transmitted to META and META has received an acknowledgement from the Internal Revenue Service (IRS) that your electronically filed tax return has been received and accepted by the IRS, META will open your Account to receive your IRS refund. If and when the federal refund has been deposited by the IRS to your Account, META will make all deductions indicated above and disburse the balance of the Account to you in accordance with the disbursement method chosen by you. META has no control over and cannot guarantee if or when the IRS or state tax agency will issue you a refund or what the amount of your expected tax refund will be.

BY SIGNING BELOW , I (we, if joint return filed) acknowledge that I have received this Fee Di	sclosure concerning
my Refund Transfer and I agree to have my refund disbursed as indicated above.	

		_	
Taxpayer	Date	Joint Taxpayer	Date

Notice of Adverse Action

Nam	e: Date
	ak you for applying for a loan through MetaBank of Sioux Falls, South Dakota ("META"). Regretfully, META able to approve your application at this time because of the following reason(s).
	_ You are unable to provide a home phone number.
	You, your spouse or one of your dependants have not been issued a Social Security Number.
	_You (or spouse, if MFJ) are unable to provide an address for place of residence.
	_You (or spouse, if MFJ) have a P.O. Box as a residence address.
	Our loan application system is unable to process your application due to technical difficulties in transmission.
	_You are not 18 years of age or older.
	_You are unable to provide sufficient identification.
	_Your refund is greater than \$10,000.
	_You are filing Form 8862 (Earned Income Credit Eligibility), Form 8888 (Split Deposit Request) or Form 4684 (Casualties & Thefts).
	_Your Federal refund less fees is not at least \$1.
	_You do not have Form 1099-R or Form W-2.
	_Insufficient required minimum refund amount.
	_You are an active military person or the dependent of an active military person.
	You are claiming first time homebuyer's credit
	Your refund minus the EIC portion is less than or equal to \$0.
	Your application was received after the product cut-off date.
	IRS acceptance of your tax return was conditional.
	_ You received an advance EIC payment.
	_ The office location you went to is not authorized to offer loan products.
	You have paid estimated tax and/or have an amount of your 2008 refund applied to your 2009 tax return.
If vo	u have any further questions regarding your loan denial, please write or call MetaBank Tax Products Group.

If you have any further questions regarding your loan denial, please write or call MetaBank Tax Products Group P.O. Box 1390, Solana Beach, CA 92075-7390 . Phone number is 1-800-901-6663.

Our credit decision to deny your loan was based in whole or in part on information obtained from the IRS or your tax return.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of Thrift Supervision, Consumer Response Unit, 1700 G Street, N.W., Washington, DC 20552