

EXHIBIT B

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated as of December 12th, 2008, is between NetSpend Corporation, a Delaware corporation, with offices at 701 Brazos Street, suite 1200, Austin, Texas 78701 (“**NetSpend**”), and JTH Tax Inc., a Delaware corporation, d/b/a “**Liberty Tax Service**” with offices at 1716 Corporate Landing Parkway, Virginia Beach, Virginia 23454 (“**Liberty**”), and is entered into to ensure the protection and preservation of the confidential and/or proprietary nature of information that the Parties (as hereinafter defined) contemplate disclosing to one another in order to consider possible strategic transactions involving one or more issuing banks (the “**Transaction**”).

As used in this Agreement, the Party disclosing Confidential Information (as hereinafter defined) is the “**Disclosing Party**” and the Party receiving the Confidential Information is the “**Receiving Party**.” Each of NetSpend and Liberty and their respective subsidiaries and affiliates shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

NOW THEREFORE, in reliance upon and in consideration of the following mutual undertakings and agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, each of the Parties agree as follows:

1. *Confidential Information.* For purposes of this Agreement, the term “**Confidential Information**” shall be deemed to include (i) any information (including historical financial information that has not been publicly disclosed), concerning the business, assets, operations, financial condition or projections, technology, customers, strategic partners and business plans and models of the Disclosing Party included in information that has been or in the future is furnished by or on behalf of the Disclosing Party and (ii) notes, analysis, compilations, studies, interpretations, memoranda or other documents and writings prepared by the Receiving Party or its directors, officers, employees, subsidiaries and advisors (“**Representatives**”) which contain, reflect or are based upon, in whole or in part, any information described in clause (i) above that has been or in the future is furnished by the Disclosing Party or its Representatives.

2. *Non-Disclosure and Use Restrictions.* Each Party shall keep the Confidential Information of the other Party strictly confidential for a period of five (5) years from the date hereof and shall not disclose such Confidential Information to any third parties, other than its Representatives, without the prior written consent of the Disclosing Party. Each Party shall use the Confidential Information received from the other Party only for the purpose of evaluating the Transaction (including the effects of its consummation), and in no event for any other commercial, business or other purpose or for any other purpose competitively, strategically or otherwise disadvantageous, directly or indirectly, to the Disclosing Party. No other rights, and particularly licenses, to trademarks, inventions, copyrights, patents, mask work rights, or any other intellectual property rights are implied or granted under this Agreement or by the delivery of Confidential Information by one Party to the other Party.

3. *Copying.* Confidential Information supplied by one Party shall not be reproduced by the other Party in any form except to the extent reasonably necessary to enable such other Party to evaluate the Transaction.

4. *Care.* The Receiving Party shall treat Confidential Information of the Disclosing Party as proprietary and confidential and shall use the same degree of care to avoid disclosure or unauthorized use of Confidential Information of the Disclosing Party as the Receiving Party provides to protect its own Confidential Information but no less than reasonable care. The Receiving Party shall maintain the Confidential Information received from the Disclosing Party in confidence and shall retain such Confidential Information in a secure place. The Receiving Party shall disclose and permit access to such Confidential Information only to those of its Representatives who reasonably need to know such information in order to evaluate the Transaction and with whom the Receiving Party has established practices or procedures to maintain the confidence of such Confidential Information and who are informed of the confidential and proprietary nature of such information and the provisions of this Agreement. The Receiving Party shall be responsible for any breach of the provisions of this Agreement by any of its Representatives.

5. *Ownership.* All Confidential Information shall remain the property of the Disclosing Party, and all documents or other tangible or electronic media embodying such Confidential Information (including those prepared by the Receiving Party) shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed after the Receiving Party’s need for it has expired or upon the request of the Disclosing Party. The Receiving Party’s counsel may retain one copy to be kept confidential and used solely for archival purposes. If destroyed, the Receiving Party shall so certify in writing to the Disclosing Party.

6. *Limitation.* It is understood that the term “**Confidential Information**” does not include information that:

- (a) has been published or is now or becomes in the public domain without breach of this Agreement by the Receiving Party;
- (b) prior to disclosure hereunder is properly within the legitimate possession of the Receiving Party;
- (c) subsequent to disclosure hereunder is lawfully received from a third party having a right to disclose the information in such party’s possession and is not restricted from further disseminating the information;

- (d) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party;
- (e) is disclosed without further restriction to a third party with the written approval of the Disclosing Party; or

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- (f) is provided solely pursuant to and in connection with the parties' existing commercial relationship pursuant to that certain Distributor Agreement between the parties dated as of October 1, 2008, that certain Third-Party Agency Agreement among the parties hereto and Inter National Bank, N.A. dated as of October 1, 2008, and the Mutual Non-disclosure Agreement between the parties dated as of October 29, 2007 (such agreements, the "**Existing Commercial Agreements**").

7. *Legally Required Disclosure.* If either Party is requested or required by law or by any court of competent authority or governmental agency or authority or in connection with any legal or administrative proceeding to disclose any of the Confidential Information (the "**Requested Party**") will provide such other Party (the "**Owning Party**") with prompt written notice of such request or requirement prior to such disclosure. The Owning Party receiving such notice may then either seek appropriate protective relief from all or part of such request or requirement (including confidential treatment of any such disclosure if required) or waive the Requested Party's compliance with the provisions of this Agreement with respect to all or part of such request or requirement. Each Party agrees that if it is the Requested Party, it will reasonably cooperate with the Owning Party to attempt to obtain any protective relief that the Owning Party chooses to seek. If the Owning Party fails to obtain such relief, and, in the opinion of counsel for the Requested Party, the Requested party is legally compelled to disclose any of the Confidential Information, then the Requested Party may disclose that portion of the Confidential Information which counsel to such Requested Party advises that it is compelled to disclose.

8. *Relief.* Because monetary damages will not be an adequate remedy for any breach of this Agreement and may be difficult to ascertain, the Parties agree that in the event of a violation of this Agreement, without limiting any other rights and remedies of each other, specific performance and/or other injunctive relief may be obtained against any Party who has breached or threatened to breach this Agreement and that such Party seeking equitable relief may do so without the necessity to post any bond therefore.

9. *Right to Disclose.* Each of the Parties warrants that it has the right to disclose all of the Confidential Information that it previously has disclosed or will disclose to the other Party pursuant to this Agreement. With the exception of the foregoing express warranty and with the exception of any warranty as may be provided in definitive agreements, if any, that may be executed after the date hereof in connection with the Transaction or otherwise, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

10. *Disclosure.* Except as required by law, all media releases and public announcements or disclosures by either of the Parties relating to this Agreement, its subject matter or the purpose of this Agreement shall be coordinated by the Parties in writing prior to the release thereof. It is understood and agreed that, except in accordance with Section 7, neither

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Party shall disclose to any third party (other than its Representatives) the fact that the Parties are in discussions concerning the Transaction, or the status or terms of such discussions, without the prior written consent of the other Party.

11. *Term.* This Agreement shall continue in full force and effect for a period of one (1) year from the date hereof and then shall automatically expire and terminate. The obligations of the Parties described in Section 2 through 9, and 11 through 20, however, shall continue after the termination of this Agreement for the duration set forth in such provision or, if not therein defined, perpetually.

12. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of Texas without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.

13. *Securities Laws.* Each Party hereby acknowledges that it is aware and that it will advise its Representatives who are informed of the matters that are the subject of this Agreement, that the United States securities laws restrict persons with material non-public information about a company from purchasing or selling securities of such company or from communicating such information to a third party under circumstances in which it is reasonably foreseeable that such third party is likely to purchase or sell such securities in reliance upon such information. Each Party agrees that it will not use or cause any other person to use, and that it will use reasonable efforts to assure that none of its Representatives will use or cause any other person to use, any Confidential Information in contravention of the United States securities laws.

14. *Amendment and Waiver.* The terms and provisions of this Agreement may be amended or modified, and the observance of any term or provision hereof may be waived, only by a written instrument executed by the Parties. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

15. *Successors and Assigns.* This Agreement shall inure to, and be binding upon, the Parties hereto and their respective successors (including, without limitation, any successor to a Party) and permitted assigns. Neither Party shall assign this Agreement without the prior express written consent of the other Party; *provided, however*, that assignments by operation of law, merger or other change of control transaction shall be expressly permitted.

16. *Prior Agreements.* This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein; *provided, however*, this Agreement is not intended to supersede or replace any existing confidentiality or non-disclosure agreement between the Parties, including without limitation the Existing Commercial Agreements, except as to the obligations of the parties relating to Confidential Information disclosed for the purpose of considering a Transaction. This Agreement shall control for all

purposes as to the matters contained herein. This Agreement may be modified only in writing, signed by each Party.

17. *Counterparts.* This Agreement may be executed in multiple identical counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

18. *Limitation.* This Agreement does not constitute or create any obligation on the part of either Party to provide any Confidential Information or other information to the other Party, but merely defines the rights, duties and obligations of the Parties with respect to the Confidential Information to the extent it may be disclosed or made available. The Parties acknowledge and agree that no contract or agreement providing for a Transaction shall be deemed to exist unless and until a definitive agreement has been executed and delivered by the Parties. The Parties also agree that unless and until a definitive agreement with respect to a Transaction has been executed and delivered by the Parties, there shall not be any legal obligation of any kind whatsoever with respect to any such Transaction by virtue of this Agreement or any other written or oral expression or proposal with respect to such Transaction except, in the case of this Agreement, for the matters specifically agreed to herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NETSPEND CORPORATION

By: /s/Christopher T. Brown
Name: Christopher T. Brown
Title: General Counsel

JTH TAX INC.

By: /s/Mark F. Baumgartner
Name: Mark F. Baumgartner
Title: VP/CFO