

UNFUNDED TAX PREPARATION PAYMENT PROGRAM ADDENDUM

This Unfunded Tax Preparation Payment Program Addendum (the "Addendum") is made by and between Pathward, National Association ("Bank") and the business owner(s) and electronic return originator who has opted into this Addendum ("ERO"). Each may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

Bank is a processor of refund deductions and ERO has previously entered into an agreement with Bank (the "ERO Agreement") for the purpose of offering refund disbursement products to taxpayer customers of ERO (each a "Taxpayer") through Bank's electronic refund disbursement service (the "Electronic Refund Disbursement Service").

ERO represents that it will earn entitlement to tax preparation fees and any additional fees paid by Taxpayers for work and/or services actually completed for qualifying Taxpayers (herein "Fees"), and requests to participate in the Unfunded Tax Preparation Payment Program (the "Program") offered through Bank upon the terms and conditions set forth herein.

Both Parties are entering into this Addendum for the purpose of supplementing the ERO Agreement in the particulars set forth below.

AGREEMENT

1. Unfunded Tax Preparation Fee Program

- (a) ERO hereby requests to enroll in the Program as a means of processing a Taxpayer's past due tax preparation fees via the bank account provided by the Taxpayer in the Refund Disbursement Service Application. ERO understands and agrees that the Program is an optional service, and only those Taxpayers who have chosen the Direct Deposit disbursement option are eligible to participate (collectively, "Eligible Taxpayers").
- (b) ERO will select from the list of Eligible Taxpayers those from whom Bank will attempt to debit the unfunded tax preparation fees. ERO understands and agrees that Eligible Taxpayers for whom Bank has not yet initiated an electronic debit through the Program shall have the right to opt out of this process. For any Eligible Taxpayer who notifies ERO, verbally or in writing, of its election to opt out of the Program, ERO must, within twenty-four (24) hours of ERO's receipt of such notice, either (i) remove such Eligible Taxpayer from ERO's selection list, or (ii) inform Bank to remove such Eligible Taxpayers from the selection list.
- (c) Bank will attempt to initiate an electronic debit from the bank account previously designated by the Eligible Taxpayer one (1) time only. This authorized deduction will only be processed to cover the full amount of the unfunded tax preparation fees; partial totals of the unfunded tax preparation fees will not be processed.
- (d) ERO agrees to cooperate with, and shall have a reasonable period of time, but in no event more than three (3) business days to respond to, any examination, inquiry, audit, information request, etc., which may be required by Bank, to the fullest extent requested by Bank. ERO shall further ensure that any written authorizations between ERO and any Eligible Taxpayer shall be available to Bank for review upon its request.

2. Taxpayer Authorization

- (a) In accordance with the terms of the Refund Disbursement Service Application, ERO agrees that Bank has been provided the requisite authorization to debit electronically the Eligible Taxpayer's bank account to recover the unfunded tax preparation fees on behalf of ERO.

- (b) Before Bank will attempt to initiate any electronic debit of an Eligible Taxpayer's bank account, ERO shall ensure that it has first obtained the required authorization from such Eligible Taxpayer and that such authorization is retained in accordance with the retention requirements set forth in the ERO Agreement.

3. Compensation Arrangement

- (a) ERO acknowledges and agrees that Bank will charge a fee for tax preparation fees that are successfully debited on your behalf and that Bank does not guarantee that such unfunded tax preparation fees will be recovered despite ERO's enrollment in the Unfunded Tax Prep Fee Program.
- (b) ERO further acknowledges and agrees that Bank will collect a processing fee of fifteen percent (15%) of the amount debited from an Eligible Taxpayer's bank account, with the remainder deposited in ERO's bank account.

4. Termination.

- (a) The term of this Addendum shall be through December 31, 2025, unless Bank otherwise terminates this Addendum pursuant to its terms.
- (b) Bank may, without any liability to ERO, terminate this Addendum at any time and without notice to ERO. Termination of the ERO Agreement automatically terminates this Addendum.
- (c) ERO may terminate this Addendum at any time by notifying the Bank.
- (d) Amounts owed by ERO to Bank shall remain due and payable after termination of this Addendum.
- (e) If Bank terminates this Addendum, ERO shall be responsible for, and shall in all cases indemnify and hold Bank harmless from, any losses, expenses, or costs (including attorneys' fees) resulting from ERO's failure to adhere to the terms of this Addendum.

5. Miscellaneous

- (a) Each Party will bear all expenses connected with its performance of its obligations under this Addendum, and no Party will have the right to incur any expense or liability on behalf of any other party.
- (b) To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person or entity that opens a new account. Accordingly, upon opening an account, ERO agrees that Bank will request, and ERO will provide, the name, address, date of birth, driver's license, tax identification number, and other information or documentation to allow Bank to verify the identity of ERO.

By clicking "I AGREE," ERO is agreeing to participate in the Unfunded Tax Preparation Payment Program and all of its terms and conditions provided herein and as may be amended or supplemented by Bank from time to time in Bank's sole discretion.