



## Terms of AGREEMENT

This Program Agreement is made between Tax Shield LLC and (ERO). ERO desires to offer tax refund services, including the electronic filing of income tax returns (Returns) and desires to purchase software and electronic filing and bank product transmission services available through Tax Shield Services in connection with the returns. The parties agree as follows:

1. **TERM.** The term of the Agreement is for a period of 1 year and shall commence on the start immediately and end date of October of the following year (the term) unless otherwise stated in an amendment, addendum or new contract.
2. **SERVICES.** Tax Shields Services will provide ERO with the following: (a) the software requested by ERO on the attached form (Service Agreement) and (b) transmission and processing services needed to electronically file through (TS)'s electronic Filing program tax returns and "bank products". ERO agrees that bank products are offered by participating banks pursuant to agreements between (TS) and participating banks, and fees charged for bank products (Bank Fees) are established by participating banks.
3. **FEES.** ERO agrees to pay (TS) the annual program fees set forth on the Service Agreement. The annual program fee is due on the start date. Transaction fees charged to ERO's customers will be set by ERO subject to (TS) consent, which shall not be unreasonably withheld. Transaction fees actually received by (TS) or ERO will be shared between (TS) and ERO based on the split set forth on the agreement. The agreement is a Service Bureau per funded bank product as follows; \$39.99. ERO understands that bank products are mandatory per this agreement and failure to use at least 85% bank products on funded returns will result in a breach of contract. Breach of contract by ERO will result in pricing reverting to the original amount of \$1295.00. Fees due from ERO may, in (TS)'s discretion, be invoiced to ERO, charged to ERO's credit card identified on the Service Agreement. All invoices are due on receipt. ERO agrees to pay interest at the rate of 1% per month on amounts due from the due date until paid.
4. **OWNERSHIP, CONFIDENTIALITY AND NON-DISCLOSURE.** ERO acknowledges the (TS) services are the exclusive and confidential property of (TS) or the licensors from who (TS) secures such products or services. ERO shall have a personal non-exclusive, non-transferable license to use the software for ERO's business. ERO and (TS) shall treat all dealings as confidential and not disclose any of the processes, client lists, proprietary data, information or documentation related thereto, nor any pricing on product information furnished.
5. **ERO REPRESENTATIONS.** ERO hereby represents, warrants and agrees that (a) it shall maintain during the term of this agreement a valid electronic filing identification number (EFIN) with the IRS, will furnish (TS) with each EFIN in maintains with the IRS prior to the beginning of tax seasons. (b) All applications for Bank products made by or through ERO shall be transmitted for processing through.
6. **INDEMNITY.** ERO hereby agrees to indemnify, defend, and hold (TS) harmless from any and all claims, actions, demands, suits, losses, costs, expenses, ad liabilities whatsoever, including reasonable attorney's fees and expenses of litigation, on account of any such real or claimed damage or liability occasioned in whole or in part by any act or omission of (TS), its agents or employees.
7. **DEFAULT.** ERO will be in default of this agreement if ERO fails to timely perform any its obligations under this agreement. In the event of default, (TS) may pursue legal or equitable remedy available to (TS), including without limit, termination of the (TS) services, money damages, and injunctive relief. ERO acknowledges that, pursuant to (TS)'s agreements with its licensors, Licensors are prohibited from providing products and services to ERO without (TS)'s consent. As a result, ERO may not secure products or services from Licensors either before or after a default. All rights and remedies of (TS) shall b e cumulative and not exclusive, and rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. Failure to pursue any remedy shall not result in a waiver.
8. **MISCELLANEOUS.** This agreement shall be governed by and construed in accordance with the laws of the



state of Georgia, and venue shall be proper only in Muscogee County, GA. The parties hereby expressly waive venue in any other county. This agreement including the Order Form, embodies the entire agreement and supersedes any and all prior negotiations as to the subject matter hereof. No amendment or modification of this agreement shall be valid unless made in writing and signed by the parties hereto.

9. **RIGHT OF RECESSION.** This contract may be terminated within three business days by midnight of the third night (not including Sundays and national holidays). You have the right to cancel the contract if the cancellation period has not expired, even if TS has provided a service or goods. In this case, TS is not entitled to any compensation
10. **BREACH.** In the event user fails to utilize software a minimum of 25 e-filed and funded returns before March 31<sup>st</sup>, each year then user agrees the pricing will revert to a price of \$395 or \$1295 if fails to use 85% bank products. The user then forfeits over withholding to the point at which debt is recovered. If over withholding fails to recover the agreed upon price then the difference will be charged to the card listed below. By signing this, I agree to the terms and conditions of this contract and understand one dollar will be charged at this time.

#### **Over Withholding Agreement**

Tax Shield is offering this optional fee to be added to the financial products.

You may request that Tax Shield (TS) increase the transmitter fee charged for processing financial products by a set amount (Even dollar amounts) per EFIN(s). The first payment amount will be calculated on June 30<sup>th</sup> and disbursed by check mailed to the address below before July 31<sup>st</sup>. The second payment amount will be calculated on October 31<sup>st</sup> and mailed before November 30<sup>th</sup>. EFIN holder will receive a 1099 to document all payments received during the year.

#### **Refund Advantage / TS Financial Agreement**

I give Refund Advantage / TS Financial permission for Tax Shield to charge a Royalty Fee against fees Refund Advantage / TS Financial collects on my behalf. A Royalty Fee may be a flat fee or a percentage of tax preparation and/or e-file fees. If in the instance there are any additional unpaid fees, as agreed upon on in this Franchise Agreement an invoice may be submitted to Refund Advantage / TS Financial to collect said fees up to and including all fees paid to EFIN until paid in full.

#### **Banking**

NOTE: Changing your bank information during the tax season may cause delays in funding & processing which are outside (TS) control and liability. Business Accounts preferred to avoid any delays. To add EFINs after submitting this agreement, a new form must be completed. Tax Shield (TS) online offices are responsible to register only their Master EFIN.

#### **Owner Certification**

**I certify that, I am a principle or partner of the firm indicated above and authorized to sign this application on its behalf. Under the penalties of perjury, I warrant that the information given in this application is true, correct and complete. Authority is hereby given to the RAL/electronic refund Bank indicated on the application to obtain my firm's RAL filing, repayment history, bank, trade and credit references, as well as my personal credit history, now and in the future, in connection with my firm's application to offer RAL's or electronic refund checks. In addition, I hereby give Tax Shield (TS) authority to share all pertinent ERO information.**