

**SOFTWARE PURCHASE ASSISTANCE  
APPLICATION, AND AGREEMENT**

ERO FIRM NAME ("Firm" or I):  
Business Address:  
Registered Electronic Filing Identification Number ("EFIN"):  
Tax Preparation Software ("Transmitter"):

Prior Year:  
Number of Refund Transfers:  
Software:  
Refund Transfer Provider:  
Years in Business:

Business Bank Account:  
Bank Account Number:  
Bank RTN:  
Name on Account:  
Savings or Checking Account:

\_\_\_\_\_, 2022 (Date)

This document, once executed by Firm and submitted to Buyer, constitutes an application for software purchase assistance according to the terms herein. Upon review and acceptance of this application by Buyer, as evidenced by Buyer's execution, the terms herein shall be ratified by Firm and constitute a binding agreement between Firm and Buyer.

Firm, with an address as stated above, sells to Green Dot Bank (together with its successors and/or assigns, "Buyer"), future tax preparation fees ("Future Fees") related to the 2023 tax return season that extends from January 2, 2023 – April 15, 2023, or such later date as the tax season may be extended ("2023 Tax Season") in the amount of \$\_\_\_\_\_ ("Amount"), which shall equal Firm's cost for its tax preparation software to be used to prepare individual income tax returns.

Firm and Buyer agree as follows:

1. Firm is registered with the Internal Revenue Service ("IRS") as an electronic return originator ("ERO") and has been issued the above-referenced EFIN by the IRS. Firm agrees that it has or will execute a Financial Services Agreement ("FSA") with Santa Barbara Tax Products Group, LLC ("TPG") and use the same EFIN in its activities conducted pursuant to the FSA. TPG will make deductions of Future Fees from the Refund Transfers (as that term is defined in the FSA) and pay those monies to Buyer until the Buyer has received the total purchase price for Future Fees agreed upon herein.
2. Firm instructs TPG or Buyer to pay the Amount directly to Transmitter for Firm's purchase of tax preparation software for the 2023 Tax Season.
3. Firm acknowledges and agrees that it shall process 100% of its Refund Transfer business through TPG.

4. Firm may terminate this agreement by notifying Transmitter and Buyer in writing prior to December 15, 2023; provided, Transmitter agrees to remit the Amount back to Buyer.
5. Firm acknowledges that it has the authority to enter into a binding agreement with respect to fees processed through the EFIN. If Firm operates through any additional EFINs, Firm authorizes TPG and/or Buyer to recover any amounts due to Buyer under this agreement from any other EFINs.
6. Firm understands this agreement shall be effective during the 2023 Tax Season only. A termination will not affect any payment obligations required pursuant to this agreement.
7. This agreement expresses the entire understanding and agreement of the parties concerning to the subject matter hereof, and supersedes all prior agreements, understandings, arrangements or commitments with respect to such subject matter, written or oral.
8. Firm hereby authorizes TPG and/or Buyer to obtain information from consumer reporting agencies and third parties bearing on Firm's, and any and all of its principals', financial condition, creditworthiness and reputation in order to evaluate Firm's ability to pay the purchase price of Future Fees and hereby authorize such consumer reporting agencies and third parties to provide such information to TPG and/or Buyer. This authorization specifically includes a background check of any and all principals of Firm. Additionally, Firm agrees to provide verification of prior year tax return and Refund Transfer volume.
9. This agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules.
10. Firm agrees that any and all disputes which in any way arise out of or relate to this agreement, shall be resolved solely by binding arbitration before the American Arbitration Association ("AAA") before a single arbitrator in arbitration commenced as close as possible to where I reside. Any and all disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party to any such arbitration shall bear its own separate costs and expenses of the arbitration and shall share equally in the charges of the AAA, including the fee of the arbitrator. By agreeing to arbitration, Firm waives its rights to file an individual or class action lawsuit and proceed in court and to have a jury trial to resolve disputes. The word "disputes" is given its broadest possible meaning, and includes all claims, disputes or controversies, including without limitation any claim or attempt to set aside this arbitration provision.
11. Firm shall indemnify, defend and hold harmless TPG, Buyer and the banks used in connection with Refund Transfers offered through TPG, and their respective owners, officers, directors, employees and agents, from and against any and all expenses and costs (including reasonable attorneys' fees and court costs) or liabilities (including amounts paid in settlement) incurred by them in connection with any claim, dispute, controversy or litigation arising out of or resulting from any breach by Firm or any agent of Firm or any of Firm's representations or obligations hereunder.
12. **Firm also agrees that if it breaches Section 3 of this agreement, the Firm hereby agrees that Buyer or TPG may automatically debit any funds that remain outstanding under this agreement (or any portion thereof) from the Firm's bank account listed above via ACH, electronic check or wire transfer, and/or offset such amounts against any amounts owed by Buyer or TPG to the Firm, whether under this agreement or under any other agreement**

**to which the Firm is party along with Buyer and/or TPG.** This is in addition to any other remedy Buyer or TPG may pursue. The parties agree that Firm has breached Section 3 if it has not sent TPG any RTs for processing by January 31, 2023.

- 13. This agreement is binding upon both parties successors and assigns. Firm shall provide written notice and consent from Buyer and TPG of any intended assignment of this agreement or change in ownership of the Firm.
- 14. If your application for software purchase assistance is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Risk Analysis Division, Santa Barbara Tax Products Group, Post Office Box # 70010, Pasadena, CA 91117, 877-901-5646, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.
- 15. NOTICE: 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 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 Buyer and TPG is the Federal Trade Commission, and complaints can be filed through [ftc.gov/complaint](http://ftc.gov/complaint).

**SIGNATURES:** Firm has read and understand each of the terms and conditions herein and I agree to each of these terms and conditions, including any attached schedules, if any, to the extent TPG requires such schedule to be executed. I acknowledge receiving a completed copy of this agreement and, among other things, I consent to (a) the arbitration provision in Section 10 above which may substantially limit Firm's rights in the event of a dispute and (b) the right for Buyer or TPG to automatically debit my business account in circumstances set forth in Section 12.

FIRM:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

This application is hereby accepted:

BUYER:

Green Dot Bank

By: \_\_\_\_\_

Date: \_\_\_\_\_