

ERO Agreement

This ERO Agreement (together with the Disbursement Service Product Schedule and the Commercial Loan Agreements, the “**Agreement**”) is made by and between MetaBank d/b/a EPS Financial (“**EPS**”), and the business owner(s) and electronic return originator who has signed this Agreement (“**ERO**”). Each may be referred to as “**Party**” or collectively as the “**Parties**”. This Agreement is effective as of the date on which it is signed by ERO (“**Effective Date**”).

ERO offers tax preparation services to U.S. taxpayers (each a “**Taxpayer**”).

EPS offers a program which enhances ERO’s tax preparation services (the “**Program**”), and permits ERO to offer to Taxpayers one or more products, including (in EPS’s discretion): an Electronic Refund Disbursement Service (the “**Disbursement Service**”), a prepaid card issued by EPS (the “**Prepaid Card**”), or the Refund Advance Loan (“**Refund Advance**”) (each of the Disbursement Service, Prepaid Card, and Refund Advance is a “**Product**” and, collectively “**Products**”).

EPS will utilize the services of MetaBank (“**Bank**”) for purposes of facilitating and providing tax-refund-related services pursuant to the Program.

Upon ERO’s electronic consent provided to and received by EPS or by ERO’s participation in the Program, ERO accepts and agrees to the terms and conditions set forth in this Agreement.

ERO understands and agrees that ERO may not participate in the Program or offer any Products until approved by EPS and EPS may, without notice and in its sole discretion, withdraw its approval at any time.

TERMS AND CONDITIONS

1. Definitions.

Terms used but not otherwise defined in the Agreement will have the meanings set forth below.

“**Applicable Law**” means, collectively, federal, state and local statutes, codes, regulations, rules, laws, published regulatory guidelines (specifically including, but not limited to, OCC Bulletin 2015-36), judicial or administrative orders and interpretations, and the Rules which are applicable to the Program and each Party in the performance of its obligations under this Agreement, as they may be modified from time to time.

“**Application**” means an application or authorization (as the case may be) for one or more Products, in a form provided by EPS, completed by a Taxpayer and submitted to EPS through ERO, as an agent for the Taxpayer.

“**Auditing Party**” has the meaning given in Section 4.16.

“**Bank**” has the meaning given in the preamble to this Agreement.

“**BSA/AML Requirements**” means the guidelines, requirements, policies and procedures established from time to time by EPS to ensure compliance with the federal Bank Secrecy and anti-money laundering requirements under Applicable Law.

“**CIP**” means the customer identification program established by EPS whereby the identities of Taxpayers are verified in accordance with the requirements of the USA PATRIOT Act, Section 326 (or any successor thereto or other Applicable Law).

“**Commercial Loan**” means funds offered by EPS to ERO in connection with the Program, which may be facilitated from time to time pursuant to the Start-Up Advance Agreement, the In-Season Fee Advance Agreement, the Software Purchase Assistance Agreement, and the Taxpayer Loyalty Program Agreement, (each a “**Commercial Loan Agreement**” and collectively, the “**Commercial Loan Agreements**”).

“**Confidential Information**” has the meaning given in Section 7.1.

“**Consumer Information**” means any data or information of any Taxpayer that is provided to or obtained by any Party in connection with the Program or any Product or the performance by such Party of the terms and conditions of this Agreement, including, but not limited to, all lists of Taxpayers, former Taxpayers, and all information relating to and identified with such Taxpayers, including, but not limited to, account transaction and balance data, and “non-public personal information” as defined by Gramm-Leach-Bliley Act and its implementing regulations, as amended, including, but not limited to, postal and e-mail addresses and associated data (including any personally identifiable information, personal account information, financial information, Prepaid Card or account numbers, Prepaid Card expiration dates, transaction data, personal identification numbers and other related information, social security numbers or personal or financial information) provided by the Taxpayers to any Party.

“**Disbursement Service**” has the meaning given in the preamble to this Agreement.

“**Discloser**” has the meaning given in Section 7.1.

“**Dispute**” has the meaning given in Section 12.5.

“**ERO**” has the meaning given in the preamble to this Agreement.

“**EFIN**” means Electronic Filer Identification Number.

“**General Terms**” means the general terms and conditions governing the Program set forth in the body of this Agreement.

“**Guidelines**” means EPS’s Program Guide along with any guidelines, policies, procedures, training, or instructions relating to the Program that are provided by EPS to ERO from time to time.

“**Indemnified Party**” has the meaning given in Section 9.3.

“**Indemnifying Party**” has the meaning given in Section 9.3.

“**IRS**” means the Internal Revenue Service.

“**Party**” or “**Parties**” has the meaning given in the preamble to this Agreement.

“**Person**” means, as the context requires, a human being and/or any firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability

partnerships), limited liability company, joint venture, business trust, association or other legal entity other than a Party.

“**Prepaid Card**” has the meaning given in the preamble to this Agreement.

“**Product**” or “**Products**” has the meaning given in the preamble to this Agreement.

“**Program**” has the meaning given in the preamble to this Agreement.

“**PTIN**” means Preparer Tax Identification Number.

“**Recipient**” has the meaning given in Section 7.1.

“**Refund Advance**” has the meaning given in the preamble to this Agreement.

“**Related Person**” means any person who directly or indirectly has a 5% or greater equity interest in the tax business operated by ERO, or serves as a general partner, member, officer or director.

“**Regulatory Authority**” means, as the context requires, the State of South Dakota; the OCC; the IRS; the Federal Reserve Board; the Federal Deposit Insurance Corporation, and any other Federal or state agency having jurisdiction over EPS or ERO.

“**Rules**” means the by-laws and operating rules of any System as in effect on the date hereof and as amended by the System from time to time.

“**Service Bureau**” means, as the context requires, the consortium of electronic return originators, including all employed or contracted tax preparers of such electronic return originators, of which ERO is a member at the time of ERO’s enrollment in the Program; and the owner of such consortium in its individual capacity.

“**Software**” has the meaning given in Section 4.10.

“**System**” means any electronic payment network retained by the Parties to clear and settle transactions.

“**Tax Season**” means the period of time in which tax returns are filed in the calendar year following the tax year in question.

“**Taxpayer**” has the meaning given in the preamble to this Agreement.

“**Term**” has the meaning given in Section 11.1.

“**Third-Party Claim**” has the meaning given in Section 9.1.

“**TPSP**” has the meaning given in Section 6.4.

2. The Program.

2.1 ERO may participate in the Program subject to the terms of this Agreement and EPS’s approval of ERO, which may be granted, withheld or withdrawn in EPS’s sole discretion. EPS may require ERO to perform certain activities, including but not limited to providing background information and qualifications, installing EPS’s software, participating in training and passage of a compliance examination as described in these General Terms, and EPS may establish a deadline for completion of these activities. ERO understands and agrees that if ERO fails to satisfactorily

complete the required steps before the deadline established by EPS, ERO will be unable to participate in the Program.

2.2 ERO agrees to follow the Guidelines provided by EPS relating to the Program, the provisions of which are made a part of this Agreement. EPS reserves the right, in its sole discretion, to amend the Guidelines from time to time and to establish additional or alternative policies and procedures relating to the Program. Such amendments will become effective as to ERO upon EPS's communication of the same via email or in electronic form. ERO will periodically review its policies, procedures, processes and services to ascertain that each meets the requirements of the Guidelines.

2.3 A Taxpayer may apply for a Product by submitting an Application to EPS. ERO will exercise due care in, and will be solely responsible for, accurately inputting and submitting all personal data that may be required for a Taxpayer to obtain a Product, including, at a minimum, name, address, social security number, date of birth, phone number, and any other information EPS requests in connection with the issuance of a Product. EPS may deny any Application, and ERO will not represent otherwise to any Taxpayer.

2.4 Prior to submitting a Taxpayer's Application for a Product, ERO will provide the Taxpayer an opportunity to read and understand the Application and any disclosure documents provided by EPS applicable to that Product, including the total price of all fees incurred to receive the Product selected by the Taxpayer, and a separate statement of the fees related to tax preparation and/or other services. ERO will thereafter review the Application and related disclosure documents in their entirety with the Taxpayer. ERO will ensure and verify that all documents presented by Taxpayers in connection with the Application or a tax return are valid and complete. ERO will fully and properly oversee the accurate completion of the Application and the provision of all disclosures and will provide the Taxpayer with copies of the completed Application and all disclosures, documents or information required by EPS. ERO will only submit Applications to EPS that have been reviewed and signed by the Taxpayer. The tax preparation services ERO provides to each Taxpayer include the servicing and other requirements under the Program and this Agreement and as such, ERO's tax preparation services continue while tax returns are being accepted and processed by the IRS, and refunds, if any, are being funded and delivered under the Program.

2.5 Without limiting the foregoing, ERO will (a) inform Taxpayers of all Products and associated fees prior to submitting an Application by the Taxpayer for a Product; (b) inform Taxpayers who apply for a Product the manner in which such Taxpayers will receive their tax refund; (c) advise Taxpayers of all fees and other estimated deductions to be paid from their tax refund and the remaining amount the Taxpayers are anticipated to receive, making clear that the estimated deductions are only estimations and explaining the reasons for which the IRS could increase or decrease the amount disbursed directly to Taxpayer; (d) secure the Taxpayer's written consent as specified in Treasury Regulation § 301.7216-3(a) to disclose tax information to EPS in connection with an Application for a Product; (e) advise Taxpayers that the IRS has no responsibility for the payment of any fees associated with the preparation of a return, the transmission of the electronic portion of a return, or a financial product; (f) advise Taxpayers that any credit Program Product is a loan and must be repaid according to the contract terms, which are determined by EPS; and (g) otherwise comply with all EPS and Bank Guidelines and directions regarding the Program or Products.

2.6 EPS may, without notice and without any liability to ERO or any Taxpayer, (a) suspend, terminate, or change the Program or ERO's eligibility for the Program, partially or in its entirety, (b) modify the terms, conditions or pricing of any of the Products offered through this Program, and/or (c) discontinue or modify the availability of any of the Products offered through this Program, at any time, for any reason whatsoever. EPS has no obligation to offer or continue offering the Program or any Product.

2.7 The General Terms apply to the entire relationship between ERO and EPS in connection with the Program, and to all Products. ERO will determine which Products it intends to make available to Taxpayers, and will request EPS to permit ERO to offer those Products. For each Product that ERO is approved to offer, EPS shall provide ERO a schedule related to such Product, the provisions of which are made a part of this Agreement and may contain additional rights, obligations, and procedures specifically applicable to the Product(s) for which ERO has been approved to make available. To the extent EPS approves ERO's request to offer a particular Product, the relevant schedule will govern the specific Product, in addition to the General Terms. In the event of a conflict between the General Terms and any schedule, the General Terms will control, unless the schedule specifically provides that it supersedes the General Terms.

2.8 ERO will provide ERO information to EPS as requested. ERO information will also be shared by EPS with other third parties to the extent EPS deems necessary to (a) process Product requests; and (b) facilitate ERO's participation in the Program. In addition, EPS may share ERO information with other Program providers. ERO information includes, but is not limited to: EFIN, EFIN owner's name, business name, business owner's name, associated Service Bureau, and current and prior tax-year statistics and performance. ERO's tax software company and/or Service Bureau with which ERO is associated may share certain information, including but not limited to Taxpayer funding data and enrollment status, with EPS.

2.9 In the event ERO is seeking to participate in the Program as a member of a Service Bureau, ERO acknowledges and agrees that EPS may, upon request, share with the Service Bureau, or members thereof, ERO's Program-related information, including, but not limited to, any such financial documents that ERO would be required to provide as part of an audit to the exclusion of any Taxpayer-specific information.

2.10 If enrolled in the e-Bonus or e-Collect Programs and participating in the Refund Advance program, ERO shall pay to EPS the fees set forth on the EPS website as the same may be changed from time to time in the sole discretion of EPS (the "**Marketing Fees**"). ERO authorizes and agrees that EPS may deduct, offset, or withhold from any fees, payments, or incentives otherwise payable to ERO the amount of any Marketing Fees. If the amount of payments due ERO is insufficient to pay the Marketing Fees, ERO agrees to pay EPS directly for any such remaining Marketing Fees. If ERO does not remit such payment directly to EPS pursuant to this Section 2.10, ERO hereby authorizes EPS to initiate debit entries to the then-current ERO checking or savings account provided to EPS for the purpose of depositing ERO fees, and to debit such account for any amount owed to EPS. To the extent ERO has any outstanding obligations with EPS from any preceding tax season(s), ERO understands and agrees that EPS's authority to perform the authorized collection methods as described in Section 6.7 of this Agreement and/or initiate debit entries as described under this Section 2.10 permits EPS's collection of any such prior unpaid balance during a subsequent tax season.

2.11 If a Taxpayer applies and is approved for a Refund Advance, and the Taxpayer does not select any other Program Product (with the exception of a prepaid card issued for the Refund Advance), ERO shall pay to EPS a fee in the amount of Twenty-Five Dollars (\$25.00) (the "**Processing Fee**"). ERO may not charge, or otherwise collect, the amount of the Processing Fee from any Taxpayer. ERO is solely responsible for collecting any tax preparation fees associated with the preparation the tax return. ERO authorizes and agrees that EPS may deduct, offset, or withhold from any fees, payments, or incentives otherwise payable to ERO the amount of any Processing Fees. If the amount of payments due ERO is insufficient to pay the Processing Fees, ERO agrees to pay EPS directly for any such remaining Processing Fees. If ERO does not remit such payment directly to EPS pursuant to this Section 2.11, ERO hereby authorizes EPS to initiate debit entries to the then-current ERO checking or savings account provided to EPS for the purpose of depositing ERO fees, and to debit such account for any amount owed to EPS. To the extent ERO has any outstanding obligations with EPS from any preceding tax season(s), ERO understands and agrees that EPS's authority to perform the authorized collection methods as

described in Section 6.7 of this Agreement and/or initiate debit entries as described under this Section 2.11 permits EPS's collection of any such prior unpaid balance during a subsequent tax season.

3. Representations and Warranties.

3.1 Each Party represents and warrants to the other Party that (a) this Agreement is valid, binding, and enforceable against such Party in accordance with its terms; (b) such Party, to the extent applicable, is duly incorporated or formed, validly existing, and in good standing under the laws of the state of its incorporation or formation (with respect to ERO) and federal law (with respect to EPS); (c) such Party is authorized to do business in each state and/or locality in which the nature of each Party's activities makes such authorization necessary; and (d) such Party has the full power and authority to execute and deliver this Agreement and to perform all its obligations and, to the extent applicable, the performance does not conflict with such Party's articles of incorporation, bylaws or any other agreement, contract, lease or obligation, including but not limited to, any exclusivity or non-competition understanding to which it is bound.

3.2 ERO further represents and warrants that:

- (a) ERO and its business are in compliance with Applicable Law, including, but not limited to, any municipal licensing, registration or disclosure requirements relating to tax preparation services or the offering of any Products;
- (b) ERO currently has, and will possess throughout the term of this Agreement, all required approvals, licenses, and certifications required by Applicable Law for preparing taxes and facilitating the Program;
- (c) ERO possesses, and will possess throughout the term of this Agreement, all approvals, permits, memberships, contracts, required education and training, licenses and identification numbers, including an active Electronic Filing Identification Number ("**EFIN**") necessary to conduct its business and that all employed or contracted tax preparers have registered with the IRS and possess a Preparer Tax Identification Number ("**PTIN**");
- (d) to ERO's knowledge, ERO is not under, and has not been under in the three (3) years preceding the date of this Agreement, IRS restrictions or investigation for fraud or misconduct;
- (e) ERO has never been terminated by a vendor or financial institution from offering tax refund products and has never been subject to federal, state or local regulatory enforcement actions, civil investigative demands or subpoenas, cease and desist orders, or notice of voluntary assurance relating to tax refund products;
- (f) ERO has sufficient financial resources to provide tax preparation services in a commercially reasonable manner and to provide the Products in accordance with this Agreement; and
- (g) ERO's business practices meet or exceed the Guidelines.

3.3 - Authorization for Background Check and Credit Check. ERO represents and warrants on its own behalf and on behalf of any Related Person that (a) all information disclosed to EPS in connection with an Application is true, accurate, and complete; (b) neither ERO nor any Related Person has been convicted of any felony, except as may have been previously disclosed to EPS in writing; and (c) neither ERO nor any Related Person has ever been charged with or convicted of (or pleaded guilty or no contest to) any criminal act constituting, involving, or relating to: fraud; breach of trust; embezzlement; theft; money laundering; the financing of terrorism or terrorist organizations; the importation of undocumented aliens; receipt of stolen property; or the possession, use, manufacture, or distribution of any narcotic or other controlled substance. This representation and warranty shall be deemed an ongoing representation and warranty from ERO. ERO will immediately notify EPS if, to its knowledge, any circumstance listed herein occurs during the term of this Agreement. ERO gives permission to EPS to seek information from ERO's current

or former tax software provider regarding historical volume of bank products submitted, fee amounts assessed, and IRS funding rates of such bank products. ERO hereby certifies that it has been approved by the IRS to prepare and electronically file income tax returns. ERO acknowledges that it has read, understands and agrees to abide by all of the General Terms set forth in this Agreement. ERO further authorizes EPS to obtain information regarding the background, including, without limitation, criminal history and police records, credit history, and identity of ERO and any Related Person. ERO hereby releases and discharges EPS, and any person or entity providing information to EPS, from any and all claims, suits, liabilities, or other actions arising out of any background check or credit check performed pursuant to this authorization.

4. Additional Covenants and Obligations of ERO.

4.1 - Applicable Law. ERO will comply with Applicable Law with respect to its obligations under this Agreement, the Program, the Program's performance pursuant to this Agreement, privacy of Consumer Information, and tax preparation, including, without limitation, all IRS e-file rules and requirements, including those described by IRS Publication 1345, as most recently amended, including Publication 1345's Security And Privacy Standards and rules on Returns Not Eligible for IRS e-file, and Bank Secrecy Act requirements. EPS may, in its discretion and from time to time, provide ERO with specific BSA/AML Requirements for the operation of the Program, including without limitation, procedures for identifying and verifying the identity of Taxpayers in accordance with CIP. ERO will comply at all times with the BSA/AML Requirements, including, among others, those set forth under the USA PATRIOT Act.

USA PATRIOT ACT DISCLOSURE: *To help the government fight the funding of terrorism and money laundering activities, federal law 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, when ERO opens an account, EPS will ask for the name, address, date of birth, driver's license, tax identification number, and other information or documentation to allow EPS to verify the identity of ERO.*

4.2 - Taxpayer Fees and Charges. ERO will not charge or calculate a fee in any manner prohibited in IRS Publication 1345 or EPS's directions. ERO understands and agrees that ERO's tax preparation services will continue, and its fees will not be due and payable, until such time as the Taxpayer's refund is disbursed to, or such later time as it appears that no tax refund will be received with respect to, the Taxpayer. ERO understands and agrees that its fees shall be monitored by EPS.

4.3 - Fraud. ERO will not knowingly assist any Person in fraudulently obtaining a Product or in fraudulently completing a tax return. ERO will not knowingly transmit false or incomplete information to EPS or in connection with the Program or a Product. ERO will notify EPS immediately of any suspicious activity or attempt to obtain a Product by fraud or pursuant to any untrue or false document, whether or not such fraud is in the Application or a Taxpayer's tax return. In the event EPS or Bank suspects or verifies fraud (whether or not ERO was a knowing participant in such fraud), EPS may cease processing Applications received through ERO, and EPS or Bank may return Taxpayer funds, including tax preparation fees, to the IRS and/or appropriate state taxing authority. ERO will indemnify EPS or Bank for any losses, expenses, or costs (including reasonable attorney fees) incurred by EPS or by Bank, respectively, resulting from the failure of ERO to use all reasonable fraud prevention measures. Such liability of ERO will survive termination of this Agreement.

4.4 - Guidelines. ERO will comply with any Guidelines that are provided by EPS to ERO from time to time in connection with the Program. ERO will ensure that all EFINs and offices under ERO's ownership or control and all tax preparers and other employees comply with all Guidelines.

4.5 - Marketing; Program Documentation. ERO will not provide any documents or disclosures to Taxpayers in connection with the Program other than those documents or disclosures approved by EPS in writing. ERO agrees to submit any and all marketing material that references the Program or the Products in any manner to EPS each Tax Season for written approval prior to any use or publication of such materials. All marketing materials provided for use for the Program may only be used for the purposes originally intended. ERO represents and warrants that all marketing materials submitted to EPS for approval with respect to the Disbursement Service, including but not limited to point-of-sale and media advertising: (a) comply with applicable federal and state law and regulations, including the advertising standards set forth in IRS Publication 1345; and (b) disclose that the Disbursement Service is a priced-based service. EPS's logos and trademarks are copyrighted materials and will not be used except as authorized by or with the express written permission of EPS. It is expressly agreed that ERO is not acquiring any right, title, or interest in the name, logos, or any trademarks or marketing designs of EPS, all of which shall be the property of EPS.

4.6 - Unacceptable Practices. ERO will not engage in any practices that:

- (a) discourage Taxpayers from applying for a Product or not offering a Product based on the consumer's sex, marital status, age, race, national origin, or other prohibited basis;
- (b) charge excessive fees or fees unrelated to the facilitation of the tax refund or unrelated to the preparation and filing of a tax return;
- (c) charge Taxpayers any fee other than a standard, commercially reasonable fee for preparing a tax return;
- (d) base its fee to Taxpayers on the refund amount or computing the fees using any figure from tax returns;
- (e) fail to provide Taxpayers with any required disclosures in connection with tax preparation services or the Product;
- (f) misrepresent any aspect of its tax preparation services, the Program or any Product, or their availability in any marketing or advertising, including pricing or steering any Taxpayer to a Product when that Taxpayer has expressed a desire for a different product;
- (g) advise Taxpayers that they must apply for a Product or disbursement option to receive a tax refund;
- (h) impose higher fees for tax preparation or related services (such as electronic filing) based on whether a Taxpayer applies for a Product or claims the Earned Income Tax Credit (as compared to other Taxpayers receiving a similar level of service without such Product Application or claim of credit);
- (i) use improper or misleading advertising in relation to IRS e-file, including the time frames and periods for refunds or other financial products;
- (j) advertise that individual income tax returns may be electronically filed prior to ERO's receipt of Forms W-2, W-2G, and 1099-R;
- (k) use advertising which implies that ERO does not need Forms W-2, W-2G, and 1099-R, or that it can use pay stubs or other documentation of earnings to e-file individual income tax returns;

- (l) file individual income tax returns prior to ERO's receipt of Forms W-2, unless the Taxpayer will be filing IRS Form 4852 as a substitute W-2; or
- (m) engage in any other activity or practice that EPS determines, in its sole discretion, may or does confuse, mislead, or deceive, or is otherwise deemed to be "unacceptable" to EPS.

4.7 - Financial Resources. ERO will continue to be solvent and will maintain access to financial resources that will allow ERO to fund all processes and procedures necessary to satisfy the obligations set forth herein.

4.8 - EFIN and PTIN. If ERO or any of its officers, directors, owners, or employees (or similarly situated persons) has ever been, or subsequently is denied its request by the IRS for an EFIN or PTIN, or by any state for any required approvals, licenses, or permits, ERO will immediately notify EPS in writing. In addition, ERO is solely responsible for the confidential safekeeping of its EFIN and PTIN, and will be liable to EPS for any damages that EPS suffers because of loss or compromise of its EFIN or PTIN. ERO will not share or lend its EFIN or PTIN, or other identification number or permit, to another tax preparer or any other Person. In the event that ERO discloses to another Party any information (including passwords) necessary to access EPS's systems and/or website(s), or if for any other reason ERO's electronic database or computer systems are breached or compromised by any third party, ERO assumes full responsibility for actions taken by such other party, including responsibility for any financial losses and damages caused by such other party, and will hold EPS harmless for any damages EPS suffers thereby. This Section will survive termination of this Agreement.

4.9 - Training and Compliance. Prior to offering or discussing the Program and any Products, ERO will complete, and will require that all of its tax preparers, employees, affiliates, and contractors either (a) offering or discussing the Program and the Products or (b) having access to Confidential Information or Consumer Information complete, all applicable training courses and compliance examinations as may be required by EPS or by federal and state law or regulations.

4.10 - Software. ERO may utilize, and EPS may require that ERO utilize, EPS's software package and/or proprietary website ("**Software**") in order to participate in the Program. ERO hereby agrees to be bound by and comply with all the terms and conditions with regard to the use of the software package, which may be required by EPS. ERO acknowledges that EPS makes no representation or warranty regarding the accuracy or completeness of any information furnished to ERO as part of the software package, including but not limited to reports and other databases. EPS will not have any liability to ERO or Taxpayers by reason of any information contained within or created by the software package being incomplete or inaccurate. EPS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO THE SOFTWARE PACKAGE. EPS'S LIABILITY IN CONNECTION WITH THE SOFTWARE PACKAGE WILL IN NO EVENT EXCEED THE AMOUNT PAID BY ERO FOR THE LICENSE TO THE SOFTWARE PACKAGE AND IN NO EVENT WILL EPS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, SPECIAL DAMAGES OR ANY OTHER DAMAGES OR EXPENSES (EVEN IF EPS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

4.11 - Locations. ERO will operate only those physical locations and only use those EFINs approved by EPS in writing. ERO will not use internet websites, other physical locations, or drop-off collection points for any Application.

4.12 - Records. ERO will retain all Applications and related Taxpayer documentation in a safe, secure, and confidential manner pursuant to the retention, security, and confidentiality requirements set out in the Guidelines. Pursuant to the retention requirements set out in the Guidelines, ERO will maintain records for a period of not less than five (5) years from receipt or generation. ERO

must inspect at least one valid and unexpired government-issued picture identification for each Taxpayer identified on the Application, and record the type of identification, ID number, issuing governmental unit (as applicable), date of issue, and date of expiration. ERO must also verify the social security number for both the primary and secondary filers and all dependent children listed on the tax return and retain documentation of such verification in the Taxpayer's file. Such obligations will survive termination of this Agreement.

4.13 - Credit Reports. ERO hereby authorizes EPS, at the latter's discretion, to request and obtain a credit report and/or background information of ERO and its officers, directors, owners, or representatives from time to time from consumer reporting agencies and third parties bearing on ERO's financial condition, creditworthiness, and reputation, and ERO hereby authorizes such consumer reporting agencies and third parties to provide such information to EPS.

4.14 - Material Adverse Change. ERO will promptly give written notice to EPS of any material adverse change in the business, properties, assets, operations, or condition, financial or otherwise, and any pending or threatened litigation involving ERO. In addition, ERO must provide prior written notice to EPS before implementing any material changes to any policy, procedure, training, or marketing materials with respect to the Program and may not implement such changes without EPS's prior written consent.

4.15 - Complaints. ERO will immediately report to EPS all complaints received by ERO from a Taxpayer or from any other person in the manner required by the Guidelines and any communications from any Regulatory Authority relating to the Program or any Product, to the extent not specifically prohibited by Applicable Law or the applicable Regulatory Authority. ERO will not respond to any such complaints or servicing questions regarding a Product without the express written consent of EPS. ERO will provide reasonable assistance and cooperation to EPS if EPS desires to communicate with any Taxpayer.

4.16 - Review; Regulatory Authority. ERO will supply EPS with original copies of the Application, disclosures, documents or any other information related to a specific Taxpayer upon the request of EPS, Bank, or its auditors within three (3) business days of the request. ERO hereby grants EPS access to its offices, upon prior reasonable notice, for the purpose of performing physical inspections of all documentation or records reasonably related to this Agreement, including but not limited to any Taxpayer data collected as part of the CIP procedures established by EPS, and to observe the operation of the Program and the procedures followed ERO. EPS, its authorized representatives, or agents and any Regulatory Authority over EPS and/or its designated third-party representatives (each, an "**Auditing Party**") will have the right to inspect, audit, and examine all of ERO's facilities, systems, records, and personnel relating to this Agreement at any time during normal business hours upon reasonable notice provided that such review will not unreasonably disrupt ERO's business. The Auditing Party will have the right to make copies from ERO's books, accounts, data, reports, papers, and computer records directly pertaining to this Agreement, ERO's performance of its obligations under this Agreement, and ERO will make all such facilities, records, personnel, books, accounts, data, reports, papers, and computer records available to the Auditing Party for the purpose of conducting such inspections and audits. ERO acknowledges that (a) a Regulatory Authority has and will have the statutory authority to regulate, examine, and initiate an enforcement action against ERO with respect to the activities performed by ERO under this Agreement; (b) each of EPS and ERO is subject to control and supervision by the appropriate Regulatory Authority, which control and supervision includes, but is not limited to, the ability to require that EPS obtain such Regulatory Authority's approval (or non-objection) before entering into a contractual arrangement with ERO and the right of the Regulatory Authority to approve specific contractual language; (c) the Regulatory Authority may require the Parties to (and, if required, the Parties will) modify the terms of this Agreement or terminate EPS's relationship with ERO at any time; and (d) the Regulatory Authority may institute any other requirements or conditions that the Regulatory Authority deems appropriate for a particular purpose in connection with this Agreement and the rights and responsibilities set forth herein, in which case the Parties agree to comply with

such requirements or conditions. The provisions of this Section will survive termination of this Agreement.

4.17 - Cooperation. ERO will cooperate with any examination, inquiry, audit, information request, site visit or the like, which may be required by any Regulatory Authority with audit examination or supervisory authority over EPS, to the fullest extent requested by such Regulatory Authority or EPS. ERO will also provide to EPS any information which may be required by any Regulatory Authority in connection with its audit or review of EPS or the Program and will reasonably cooperate with such Regulatory Authority in connection with any audit or review of EPS or the Program. ERO will also provide such other information as EPS or Regulatory Authorities may from time to time reasonably request with respect to the financial condition of ERO and such other information as EPS may from time to time reasonably request with respect to third parties who have contracted with ERO relating to or in connection with the Program. ERO acknowledges and agrees that its failure to provide all necessary cooperation and assistance to EPS or any Regulatory Authority as set forth under this Section may, in the sole discretion of EPS, result in ERO's suspension or termination from the Program.

5. Additional Obligations and Covenants of EPS.

5.1 EPS will promptly respond to inquiries of ERO regarding the Program and the status of any Products offered through the Program. EPS will reasonably assist ERO by providing information on how to complete and deliver the Application, disclosures, documents, or information relating to the Products.

5.2 EPS may designate and coordinate with a federally-insured depository institution, as selected by EPS from time to time, to provide such banking services as may be necessary for implementing any Product, and such institution will be entitled to rely upon and enforce the terms of this Agreement as a third-party beneficiary of EPS's rights hereunder.

5.3 Except as otherwise limited by this Agreement, EPS will timely process all Applications properly submitted by ERO in accordance with this Agreement.

5.4 EPS or EPS's third-party service provider will provide telephone service/support to customers that have applied for a Product for the purposes of answering their questions and addressing usage issues. EPS or EPS's third-party service provider will be responsible for resolution of disputes relating to the Products.

5.5 EPS will be responsible for ensuring that the Program complies with all applicable OFAC regulations, including, but not limited to, complying with all OFAC directives regarding the prohibition or rejection of unlicensed trade and financial transactions with OFAC-specified countries, entities, and individuals.

6. Fees and Incentives.

6.1 Any fees or incentives due ERO will be paid directly to ERO unless there is an agreement or understanding between a Service Bureau and ERO that such fees will be paid to the Service Bureau. Fees due ERO from any Taxpayer will be paid to ERO (or Service Bureau, if applicable) upon the receipt of the Taxpayer's refund from the IRS or state taxing authority and satisfaction of any other authorized deduction(s) by the Taxpayer; provided, however, the amount of the total fees paid to ERO related to any particular Taxpayer may be limited by EPS to an amount that EPS may deem as reasonable, judged in the sole discretion of EPS.

6.2 The amount of a Taxpayer's refund will be applied in the following order:

- (a) first, to any amount due EPS or Bank in connection with any Product provided pursuant to the Agreement;
- (b) second, to any amount due any third-party service provider authorized by Taxpayer including transmitter fees or fees due to any third-party service provider;
- (c) third, to any other deduction authorized by the Taxpayer not included under (a) or (b) above or (d) below;
- (d) fourth, to any tax preparation fees, including e-file fees, specifically authorized by the Taxpayer; and
- (e) finally, any balance will be disbursed to the Taxpayer.

6.3 ERO understands and agrees that its fees are the obligation of the Taxpayer, not EPS or Bank, and that ERO shall look solely to the Taxpayer to recover any fees in excess of the amount withheld from the amount of the refund received from the IRS or state taxing authority; provided, however, that in no event will ERO attempt to collect or represent that it is collecting any amount due EPS or on behalf of EPS in connection with any Product.

6.4 ERO understands and agrees that there may be fees or charges associated with its usage of EPS's services, or with the services of ERO's tax preparation software provider ("TPSP") as may be further disclosed in any schedule attached hereto or other financing arrangement between EPS and ERO. By using EPS's services, ERO authorizes and agrees that EPS may deduct any amount ERO may owe EPS for services or materials that ERO has purchased from EPS, or for service fees that may be imposed by EPS or by ERO's TPSP in connection with tax refund product facilitation services provided by EPS or by the TPSP. Such amounts due EPS or the TPSP will be deducted from the fees or other amounts otherwise due ERO under this Agreement. ERO understands and agrees that if the amount of payments due ERO is insufficient to pay ERO's outstanding obligations with MetaBank and/or its divisions, MetaBank and/or its divisions may recoup the amount of such payments from any entity owned by ERO.

6.5 EPS may, in its sole discretion, retain in a non-interest-bearing account any fee payable or which might be paid under this Agreement that EPS believes, in good faith, to be in dispute, or any such fees that arise from acts, errors, or omissions of ERO that EPS, in its sole discretion, considers fraudulent or suspicious. EPS may also withhold any fee or compensation otherwise due ERO under this or any ERO Agreement (including amounts due ERO for any other EFIN of that ERO, as listed in EPS's records) to ensure completion of the compliance requirements or related corrective action of which EPS has advised ERO. If ERO objects to any action EPS takes under this Section, ERO will provide written notice of its objection to EPS no later than thirty (30) days after ERO has been advised that the subject action was undertaken and EPS will, upon receipt of such notice, have thirty (30) days to investigate the grounds for ERO's objection; provided, however, that withheld fees that are not paid to ERO, returned to the IRS and/or appropriate state taxing authority, or disbursed to a Taxpayer within one (1) year will be posted against losses accrued by EPS related to ERO and/or otherwise forfeited to EPS. ERO further agrees to reimburse EPS any costs EPS incurred enforcing its rights under the applicable ERO Agreement, including collection costs, e.g., reasonable attorney fees and court costs; and ERO will also reimburse EPS expenses arising from EPS's investigation of fraudulent or suspicious activity of ERO arising under the scope of this Agreement.

6.6 ERO agrees that EPS may, without notice and without any liability to ERO, withhold any fees, payments, or incentives otherwise due ERO for any one or more of the following reasons:

- (a) ERO or any of its officers, directors, shareholders or employees (or similarly situated persons) has ever been denied by the IRS a request for an EFIN or PTIN and a reasonable explanation for such denial, judged in the sole discretion of EPS, has not been furnished to EPS;
- (b) ERO violates any provision of this Agreement or any policy or procedure contained herein or in the Guidelines;
- (c) ERO elects to wind up or dissolve its operations or is involuntarily wound up and dissolved, or becomes insolvent, incurs a material adverse change in its financial condition, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy for its reorganization or is adjudicated as bankrupt or insolvent;
- (d) EPS elects to terminate the Program;
- (e) ERO directly or indirectly submits any fraudulent returns for payment under the Program;
- (f) ERO directly or indirectly submits any fraudulent Applications;
- (g) ERO's filing practices reveal that the Refund Advance applications submitted by ERO, as determined in the sole discretion of EPS, will result in a risk of excessive credit losses to EPS (for the avoidance of doubt, to the extent EPS incurs credit losses in excess of the applicable credit-loss-threshold established by EPS, in its sole and absolute discretion, EPS may deduct, offset, or withhold from any fees, payments, or incentives otherwise payable to ERO any such excess amounts);
- (h) ERO refuses to assist with the investigation or resolution of Taxpayer complaints, refuses to cooperate with an audit request, or the results of such audit establish that ERO is not in compliance with the Guidelines;
- (i) ERO misappropriates or fails to deliver any funds to EPS, Bank, or to any Taxpayer; or
- (j) EPS learns that a Regulatory Authority is investigating ERO's tax filing practices or ERO's marketing to, or communications with, Taxpayers as a potentially unfair, deceptive or abusive practice.

6.7 Per the terms of ERO's original Commercial Loan Agreement(s), EPS may deduct, offset, or withhold from the amounts otherwise payable to ERO under any ERO Agreement the amounts owed to MetaBank and/or its divisions under an applicable Commercial Loan Agreement. ERO understands and agrees that if the amount of payments due ERO is insufficient to pay ERO's outstanding obligations with MetaBank and/or its divisions, MetaBank and/or its divisions may recoup the amount of such payments from any entity owned by ERO. To the extent ERO has any outstanding loan obligations with MetaBank and/or its divisions from any preceding tax season(s), ERO understands and agrees that EPS's authority to perform the authorized collection methods as described in this Agreement and/or initiate debit entries as described under an applicable Commercial Loan Agreement permits MetaBank and/or its divisions' collection of any such prior unpaid balance during a subsequent tax season.

ERO understands and agrees that if any condition listed in this Section is determined to apply to a specific EFIN of ERO, the provisions of this Section may apply to amounts due ERO for any other EFIN of that ERO, as listed in EPS's records.

7. Confidentiality.

7.1 The term “**Confidential Information**” will mean this Agreement and any schedule, exhibit, attachment, or amendment hereto; any information concerning, the objectives of and the financial results of the Program or any Product; sales volumes; any marketing plan and any marketing materials for any Program or Product that are not publicly available; competitive advantages and disadvantages; technological development and information relating to EPS’s software; and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a Party (“**Discloser**”) discloses, in writing, orally or visually, to the other Party (“**Recipient**”) or to which Recipient obtains access in connection with the negotiation or performance of this Agreement. Consumer Information will not be Confidential Information, but rather will be subject to the provisions of Section 8 below. Confidential Information will not include information that: (a) is already rightfully known to Recipient at the time it obtains Confidential Information from Discloser; (b) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (c) is lawfully received on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement; (d) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (e) is independently developed by a Party without the use of any proprietary, non-public information provided by the other Party.

7.2 Each Recipient will hold and maintain in confidence the Confidential Information of Discloser and will use and disclose such Confidential Information only for the purposes of performing its obligations or exercising or enforcing its rights with respect to any Program under this Agreement or as otherwise expressly permitted by this Agreement. Each Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, including in the course of an examination by a Regulatory Authority; provided (a) that, except in connection with disclosure in the ordinary course of an examination by a Regulatory Authority, the Party subject to such Applicable Law will notify Discloser of any such use or requirement prior to disclosure of any Confidential Information obtained from Discloser in order to afford Discloser an opportunity to seek a protective order to prevent or limit disclosure of the Confidential Information to third parties, and (b) that the Party subject to such Applicable Law will disclose Confidential Information of Discloser only to the extent required by such Applicable Law. Each Recipient will (i) limit access to Discloser’s Confidential Information to those employees, authorized agents, vendors, consultants, and subcontractors who have a reasonable need to access such Confidential Information in connection with this Agreement or the performance of obligations hereunder, (ii) ensure that any Person with access to Discloser’s Confidential Information is bound to maintain the confidentiality of Confidential Information in accordance with the terms of this Agreement and Applicable Law, and (iii) maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.

7.3 Each Recipient agrees that any unauthorized use or disclosure of Confidential Information of Discloser might cause immediate and irreparable harm to Discloser for which money damages might not constitute an adequate remedy. In that event, Recipient agrees that injunctive relief may be warranted in addition to any other remedies Discloser may have. In addition, Recipient will promptly (but in no event more than twenty-four (24) hours after discovery of same) advise Discloser by telephone and in writing via facsimile or electronic mail of any security breach that may have compromised any Confidential Information, and of any unauthorized misappropriation, disclosure or use by any Person of the Confidential Information of Discloser which may come to its attention and will take all steps at its own expense reasonably requested by Discloser to limit, stop, or otherwise remedy such misappropriation, disclosure or use, including, but not limited to, notification to and cooperation and compliance with any Regulatory Authority.

7.4 Upon the termination or expiration of this Agreement or the cessation by ERO of submission of Applications, ERO will promptly return to EPS any Confidential Information of EPS including all forms and documents designed for or used in connection with the Program, including all completed Applications, and shall properly and securely dispose of all voided, damaged, and/or unused

documents and checks. Any Confidential Information maintained in an electronic format will be returned to Discloser in an industry standard format or, at the option of Discloser, deleted and removed from all computers, electronic databases, and other media. Notwithstanding the foregoing, a Recipient in possession of tangible property containing Discloser's Confidential Information may retain one (1) archived copy of such material, subject to the terms of this Agreement, which may be used solely for regulatory purposes and may not be used for any other purpose. Compliance by Recipient with this Section will be certified in writing by an appropriate officer of such Recipient within thirty (30) days of the end of the Term or the wind-down period, whichever is later, which certification will include a statement that no copies of Confidential Information have been retained, except as necessary for regulatory purposes.

8. Consumer Information.

8.1 The purpose of this Section is to ensure that this Agreement conforms to the applicable provisions of Applicable Law and otherwise sets forth the Parties' agreement with respect to the use and disclosure of Consumer Information. All use and disclosure of Consumer Information under this Agreement will be subject to the provisions of this Section. As between the Parties, the Consumer Information will be owned exclusively by EPS, including, but not limited to, all completed Applications and copies of disclosures, documents or information, except that ERO will be considered the owner of Consumer Information obtained by EPS ERO in performing its tax preparation services. Consumer Information of EPS will not be disclosed to or shared with any Person without prior written consent of EPS. ERO will implement and maintain appropriate measures designed to safeguard Consumer Information in accordance with industry standards including, but not limited to, firewalls, anti-virus software, spyware detection, utilizing tax preparation software with encrypted data transfer, and software security controls (computer and software logon passwords) and such appropriate physical security methods, including, but not limited to, storage of all Consumer Information not in use, and appropriate access and security measures for its office location(s). ERO shall, at no time, allow public access to Consumer Information. ERO agrees to keep all Consumer Information maintained in physical paper form in locked filing cabinets and/or behind a locked door at all times, and shall shred and then safely dispose of Consumer Information that is not required to be retained. Furthermore, ERO shall not take any Consumer Information in any form out of the United States. Except as provided herein, and subject to the limitations stated herein, ERO shall not compile, sell, or otherwise distribute any lists of Taxpayers for use by any third parties. ERO will instruct its employees, agents, and contractors as to the confidentiality of the Consumer Information and will not disclose any such Consumer Information to any Person. ERO also agrees that any internal dissemination of Consumer Information will be restricted to "a need to know basis" for the purpose of performance hereunder. ERO will protect all Consumer Information from disclosure with no less than the same degree of care afforded by it to protect its own Confidential Information. The foregoing restrictions on disclosure of Consumer Information will apply for so long as is required under Applicable Law.

8.2 ERO will comply with all security policies and procedures, as set forth in the Guidelines and as required by the IRS, and such reasonable and appropriate safeguards are and will remain in place. ERO will provide training to all tax preparers, employees, affiliates, and contractors as to such electronic and physical security measures.

8.3 ERO agrees that in the event there is a breach of security resulting in unauthorized disclosure of EPS's Confidential Information or Consumer Information, ERO will promptly notify EPS of such breach, the nature of such breach, and the corrective action taken to respond to the breach, and ERO will indemnify EPS for any losses, expenses or costs (including reasonable attorney fees) incurred by EPS as a result of such breach. ERO shall assess the nature and scope of an incident and specifically identify the Consumer Information that has or may have been lost or stolen and potentially improperly accessed or misused. ERO shall take appropriate steps to contain and control any incident of breach of security relating to the Consumer Information, assist EPS with all

reasonably requested steps needed to make all notifications required of any such breach, prevent harm or inconvenience from such breach, and agrees, upon request, to indemnify EPS for any loss or costs associated with any breach of security or unauthorized disclosure, including but not limited to the cost of providing notification and credit monitoring to Taxpayers.

8.4 ERO represents and warrants that it has policies and procedures with respect to its internal controls, including proper controls to maintain compliance with applicable security standards, and will provide EPS a copy of a summary of such policies and procedures as requested. To the extent such policies and procedures are materially amended thereafter, ERO will provide EPS a copy of a summary of such amendment.

9. Indemnification.

9.1 Except as otherwise limited by this Agreement, ERO will indemnify, defend, and hold harmless EPS, its affiliates, subsidiaries, and parents, and their respective officers, directors, employees, and agents, from and against any and all damages, expenses and costs (including without limitation, reasonable attorneys' fees), judgments, penalties, and liabilities (including amounts paid in settlement or other disposition) in connection with any lawsuit, action, claim, demand, administrative action, arbitration, or other legal proceeding (a "**Third-Party Claim**"), disputes, controversies, or litigation arising out of or resulting from: (a) a violation or alleged violation of Applicable Law committed by ERO or its employees or agents; (b) the breach by ERO or its employees or agents of any of its representations, obligations or agreements hereunder; (c) the provision of inaccurate account information to EPS for the purpose of depositing any proceeds for which ERO is approved in connection with the Program or any Product; (d) the negligence or willful misconduct of ERO or its employees or agents in connection with the performance of its obligations under this Agreement; or (e) any misrepresentation or false or misleading statement made by ERO or its employees or agents to any Person, Regulatory Authority, or legislative body regarding this Agreement or the Program. ERO further agrees to indemnify EPS, its affiliates, subsidiaries, and parents, and their respective officers, directors, employees and agents, and hold them harmless from and against any loss, liability, or expense (including reasonable attorneys' fees and expenses) directly or indirectly resulting from or arising out of: (i) the fact that any transaction entered into pursuant to this Agreement or any related agreement is in electronic form; (ii) the failure of ERO to use appropriate security and fraud prevention procedures; or (iii) any claim by an ERO that its electronic signature was forged, unauthorized, or otherwise invalid.

9.2 Except as otherwise limited by the Agreement, EPS will indemnify, defend, and hold harmless ERO, its affiliates, subsidiaries, and parents, and their respective officers, directors, employees, and agents, from and against any and all damages, expenses, and costs (including, without limitation, reasonable attorneys' fees), judgments, penalties, and liabilities (including amounts paid in settlement or other disposition) in connection with any Third-Party Claims, disputes, controversies or litigation arising out of or resulting from: (a) a violation or alleged violation of Applicable Law committed by EPS or its employees or agents; (b) the breach by EPS of any of its representations, obligations or agreements hereunder; or (c) the negligence or willful misconduct of EPS in connection with the performance of its obligations hereunder.

9.3 If a Third-Party Claim is asserted against any indemnitee (the "**Indemnified Party**") by any Person who is not a party to this Agreement in respect of which the Indemnified Party may be entitled to indemnification under the provisions of this Section, as the case may be, the Indemnified Party shall give written notice of such Third-Party Claim promptly to the Party against whom indemnification may be sought hereunder (the "**Indemnifying Party**"); provided that the failure to give such notice shall not relieve the Indemnifying Party of its obligations to indemnify the Indemnified Party hereunder except to the extent that the Indemnifying Party is materially and adversely prejudiced thereby. The Indemnifying Party shall have the right, by notifying the Indemnified Party within ten (10) Business Days of its receipt of notice of such Third-Party Claim,

to assume entire control (subject to the right of the Indemnified Party to participate at the Indemnified Party's expense and with counsel of the Indemnified Party's choice) of the defense and settlement of such Third-Party Claim, including, at the Indemnifying Party's expense, employment of counsel subject to the approval of Indemnified Party, which approval shall not be unreasonably withheld. The Indemnifying Party shall not compromise or settle such Third-Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party gives notice to any Indemnified Party that the Indemnifying Party will assume control of the defense of such Third-Party Claim, the Indemnifying Party will be deemed to have waived all defenses to the claims for indemnification by the Indemnified Party with respect to such Third-Party Claim. Any damage to the assets or business of the Indemnified Party caused by a failure of the Indemnifying Party to defend, compromise, or settle a Third-Party Claim in a reasonable and expeditious manner, after the Indemnifying Party has given notice that it will assume control of the defense of such Third-Party Claim, shall be included in the damages for which the Indemnifying Party shall be obligated to indemnify the Indemnified Party hereunder. In the event that the Indemnifying Party does not assume entire control of the defense and settlement of such Third-Party Claim, any attorneys' fees or other expenses, including the amount of a settlement or judgment incurred by the Indemnified Party in defending such Third-Party Claim, shall be included in the damages for which the Indemnifying Party shall be obligated to the Indemnified Party, provided that the Indemnified Party can show that the Indemnifying Party was obligated to provide indemnification hereunder, and provided further that in the event that the Indemnified Party does show that the Indemnifying Party was obligated to provide indemnification hereunder, the Indemnified Party shall be further entitled to its attorneys' fees and expenses incurred in making such a showing. Notwithstanding anything to the contrary contained herein, in no event shall the Indemnifying Party have the right to control the defense or settlement of any Third-Party Claim to the extent that such Third-Party Claim seeks an order, injunction, non-monetary or other equitable relief against the Indemnified Party which, if successful, could result in a material adverse effect upon the business, affairs, financial condition, or results of operations of the Indemnified Party (as determined in its good-faith judgment).

10. Limitation of Liability.

Neither Party shall be liable to the other for any indirect, incidental, consequential, punitive, or exemplary damages, loss of profit or income, or loss of use or other benefits arising out of or in connection with this Agreement or the services performed hereunder; provided, however, that the limitations set forth in this Section shall not apply to or in any way limit either Party from recovering damages or other losses arising out of the other Party's violation of the confidentiality provisions under Section 7 and Section 8 or subject to the indemnity obligations under Section 9.

11. Term and Termination.

11.1 This Agreement will become effective when ERO is notified by EPS that ERO has been approved to participate in the Program and will continue until December 31, 2020 (the "**Term**").

11.2 During the Term of this Agreement, ERO will exclusively use EPS as it relates to any products or services similar to those in nature provided by EPS hereunder.

11.3 EPS may, without liability, terminate this Agreement at any time immediately upon notice to ERO.

11.4 EPS may terminate this Agreement immediately upon the direction of a Regulatory Authority.

11.5 ERO may terminate this Agreement by giving at least thirty (30) days' written notice to EPS of its intent to do so; provided, however, that this Agreement shall remain in effect until all

transactions initiated under the Program have been finally completed for the applicable tax-filing year. Any amounts due EPS shall remain due and payable after termination by either party.

11.6 Upon termination of this Agreement, the Parties will return to any furnishing Party all Confidential Information and certify in writing to such furnishing Party that such receiving Party has not retained any copies of such proprietary or Confidential Information, except to the extent permitted under Section 7 and/or necessary to comply with such Party's record retention requirements under Section 4 of this Agreement or as specified in the Guidelines.

11.7 The termination of this Agreement will not terminate, affect, or impair any rights, obligations, or liabilities of any Party that accrues prior to termination or with respect to any transactions involving any Product occurring or arising prior to termination, or which, under this Agreement, continue after termination. Upon a notice of termination provided by any Party, ERO will not solicit, market, or advertise the Products. Upon termination, ERO will cease accepting Applications.

12. General Provisions.

12.1 - Relationship of the Parties. In performing its responsibilities pursuant to this Agreement, ERO is an independent contractor of EPS. This Agreement does not establish or create a joint venture, partnership, agency, or employment relationship between ERO or its employees, agents, or representatives and EPS or its employees, agents or representatives. The relationship of the Parties will not be deemed to be any other relationship including, without limiting the generality of the foregoing, that of joint ventures, partners, joint employers, or principal and agent. Neither Party shall represent that its relationship with the other is anything but that of an independent contractor.

12.2 - Assignments; Successors and Third Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, transferred, subcontracted, or delegated by ERO, whether by operation of law or otherwise, without the prior written consent of EPS. This Agreement and the covenants and agreements contained herein will, subject to the provisions of this Section, inure to the benefit of and be binding on the Parties hereto and their respective permitted successors and assigns.

12.3 - Force Majeure. If either Party's performance of any of its obligations hereunder is prevented, restricted or interfered with by reason of fire, or other casualty or accident; strikes or labor disputes, war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond such Party's reasonable control, then such Party, upon giving reasonable notice, will be excused from such performance to the extent of such prevention, restriction, or interference; and the same will not therefore constitute a default of this Agreement, provided, however, that the Parties will use reasonable efforts to avoid or remove such causes of non-performance and will continue performance hereunder whenever such causes are removed; and provided, further, that if such force majeure event continues to prevent or delay performance of such Party for more than thirty (30) consecutive days, then the other Party may terminate this Agreement, effective immediately upon written notice to such Party.

12.4 - Statutory Authority of the Regulatory Authority. The Parties acknowledge that MetaBank d/b/a EPS Financial is regulated by the Office of the Comptroller of the Currency, and is therefore subject to federal law, and entitled to preemption from state laws to the fullest extent permitted by Applicable Law. In any matters not so preempted (if any), this Agreement will be governed by laws of the State of South Dakota. The Parties to this Agreement agree to submit exclusively to courts of jurisdiction in the State of South Dakota for all purposes of enforcing or construing this Agreement, or commencing any actions to enforce or construe this Agreement. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of the Agreement shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

12.11 - Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.12 - No Waiver. No failure or delay by either Party in requiring strict compliance with any obligation or provision of this Agreement (or in the exercise of any right or remedy provided herein) and no custom or practice at variance with the requirements hereof will constitute a waiver or modification of any such obligation, requirement, right, or remedy or preclude exercise of any such right or remedy or the right to require strict compliance with any obligation set forth herein. No waiver of any particular default or any right or remedy with respect to such default will preclude, affect, or impair enforcement of any right or remedy provided herein with respect to any subsequent default. No approval or consent of either Party to a matter requiring such approval or consent will be effective unless in writing and signed by an authorized representative of the Party approving or consenting.

12.13 - Remedies. Except as otherwise specifically indicated, the remedies provided herein will be cumulative and will not preclude the assertion by either Party of any rights or any other remedies against the other Party. Neither Party will be deemed to have waived, nor be estopped from asserting, any of its rights, powers or remedies under this Agreement, unless such waiver is approved in writing by the waiving Party.

12.14 - Third-Party Beneficiary. Bank is an intended third-party beneficiary of ERO's agreements, duties, and obligations under this Agreement.

12.15 - Survival. In addition to those provisions that, by their nature, are intended to be performed after termination or expiration of this Agreement, the following provisions shall survive the termination or expiration of this Agreement: Section 4.3 (Fraud), Section 4.8 (EFIN and PTIN), Section 4.10 (Software), Section 4.12 (Records), Section 4.16 (Review; Regulatory Authority), Section 7 (Confidentiality), Section 8 (Consumer Information), Section 9 (Indemnification), Section 10 (Limitation of Liability), and Section 12 (General Provisions).

Disbursement Service Product Schedule

1. Disbursement Service Product Description.

A Taxpayer applying for one or more Products under the Program may choose to receive refund proceeds through our Electronic Refund Disbursement Service (the “**Disbursement Service**”). If the Taxpayer elects to enroll in the Disbursement Service, the Taxpayer’s refund will be sent by the applicable government agency to a temporary special purpose deposit account at Bank, from which EPS will send Taxpayer the refund amount after making all of Taxpayer’s authorized deductions. By utilizing the Disbursement Service, EPS will direct all Taxpayer-authorized deductions to the appropriate party on behalf of the Taxpayer. There is no fee to enroll in the Disbursement Service. However, the Taxpayer must choose the method by which that Taxpayer wishes to receive such refund. Fees and the availability of Products may vary based upon the disbursement method chosen by Taxpayer.

2. Checks and/or Prepaid Cards.

ERO acknowledges that it will have custody of checks and check stock and/or prepaid cards as part of ERO’s participation in the Program. Checks handed out to taxpayers must have the check stub attached. If disbursement is by check, ERO will only deliver a check to Taxpayer if the “Itemization of Fees” is attached and printed and all ERO fees are accurately disclosed thereon. ERO agrees to keep a detailed log accounting for each voided, damaged, and lost check or Prepaid Card. Such log shall be furnished EPS upon request. ERO agrees to keep check stock, and any Prepaid Cards provided to ERO through the Program, in a locked safe, drawer or cabinet with reasonable access controls and security safeguards in place. ERO shall also reimburse EPS for any loss incurred by EPS in the event a check or Prepaid Card is stolen by an employee of ERO or by any other individual, or given to the wrong Taxpayer. ERO further agrees that only authorized personnel will be allowed access to checks and Prepaid Cards and that ERO will use, complete, handle, and disburse checks and Prepaid Cards strictly in accordance with the requirements set forth in this Agreement and in the Guidelines. In addition, ERO shall not deliver duplicate checks or Prepaid Cards of the same amount to Taxpayer, without EPS’s prior approval. ERO agrees that EPS may withhold any or all of ERO’s fees and incentives, and ERO shall indemnify EPS for any potential losses, expenses, and costs if ERO releases any duplicate checks. These obligations shall survive any termination or expiration of the Agreement.

3. Fees and Incentives.

As set forth in the Taxpayer Application, EPS may charge a fee to the Taxpayer based upon the Taxpayer’s selected method of disbursement. Such fee varies based upon the disbursement method chosen by the Taxpayer.

Any amount due ERO for tax preparation services under Section 6.2(d) of the Agreement will be paid to ERO in accordance with ERO’s instructions, provided such payment method is supported by EPS.

4. Complaints; Customer Service.

ERO will direct any Taxpayer with a complaint or other customer service need specifically related to the Disbursement Service Product to the contacts provided in the Guidelines.