Tax Defense Program, Identity Theft Restoration Program and Transcript Monitoring Program Membership Agreement

The terms and conditions of this Membership Agreement (the "Agreement") govern the Tax Protection Plus Tax Defense Program, Identity Theft Restoration Program and the Transcript Monitoring Program Memberships (cumulatively referred to as "Program") provided to members of the Program ("Members" as defined in Section 1) by Tax Protection Plus, LLC ("Company"). The following constitutes the terms and conditions of Membership.

1. Definitions: The following definitions are applicable to the Agreement.
a. "Return" means an IRS acknowledged individual federal tax return Form 1040, Form 1040-SR, Form 1040-SS, Form 1040-NR, Form 1041, and the equivalent state tax return and is not otherwise excluded in this Agreement. State tax returns are excluded from the Transcript Monitoring Program.
b. "Negligence" means failure on the part of the Preparer to exercise the care or apply the effort to research IRS and/or state tax codes, instructions and guidelines that a reasonably prudent Preparer would exercise in their efforts to comply with IRS and/or state tax codes in the preparation of a tax Return; or failure on the part of the Member to exercise the care or apply the effort that a reasonably prudent person would exercise in providing their Preparer with complete and accurate information to enable them to accurately prepare the tax Return.
c. "Preparer" means the individual or tax preparation business, holding an active agreement with Company to provide clients access to the Program including any of their representatives who have completed and signed the acknowledged Return as the paid preparer including their firm and any representatives of their firm designated to assist in delivering tax preparation services, financial advisory services or related services to the Member.
d. "Member" or "Taxpayer" means the individual taxpayer (or individuals if filing a Joint Return): for whom the Preparer completes and signs an acknowledged Return; has been enrolled in the Program by Preparer; and for whom Company has received payment of the Company Program Fee.
e. "Company" means Tax Protection Plus, LLC.
f. "Company Program Fee" means the Company established fee charged by Company for a Taxpayer to participate in the Program and paid to Company by the Preparer.
g. "Membership" means a Member's status as a participant in the Program who is eligible to receive the Services defined in this Agreement.
h. "IRS Tax Transcript" or "Transcript" means taxpayer Return data and information available directly from the IRS when the release of such data and information is authorized by the Taxpayer in the form of transcripts including the Tax Return Transcript, Tax Account Transcript, Record of Account Transcript, Wage and Income Transcript, and the Verification of Non-Filing Letter (collectively referred to herein as IRS Tax Transcripts or Transcripts regardless of form).
i. "Authorized Third-Party Providers" means third-party software companies that provide software platforms or solutions used by Preparer in delivering tax preparation, tax planning, practice management, or financial advisory services

2. Tax Defense Program

2.1. Services provided by Company under the Tax Defense Program (Services): For a period of three (3) years (for federal Returns) and four (4) years (for state Returns) from the date the IRS and/or state (if applicable) has acknowledged transmission of Member's Return (the Tax Defense Program Membership Term), if the IRS or state audits or issues a letter or notice regarding the Member's Return, Company will provide the Member with the following Services to be performed exclusively by Company representatives for up to $1,000,000.00 in service fees at Company's then current retail rate structure for such Services (collectively, the "Services"):
2.1.1 Evaluation of all related IRS and/or state correspondence.
2.1.2 Explanation of case requirements and the available options.
2.1.3 Professional IRS and/or state document review, consultation and organization.
2.1.4 Drafting of letters and other necessary correspondence with the IRS and/or state as needed.
2.1.5 Assistance with telephone communication with the IRS and/or state agent for explanations and discussions during the audit process, when necessary.
2.1.6 Assistance with all IRS forms unless excluded below in section 2.2.
2.1.7 Assistance with denied credits, including but not limited to: Earned Income Credit, Child and Dependent Care Credit, Education Credits, Child Tax Credit, Additional Child Tax Credit, Adoption Credit, Credit for the Elderly or Disabled, and Savers Credit.
2.1.8 Assistance with rejected W-7 applications.
2.1.9 Assistance with IRS and/or state Identity Theft.
2.1.10 Tax debt relief including but not limited to: Installment Agreements, Offers in Compromise, Tax Penalty Abatement, Tax Liens, Wage Garnishment Relief, and Innocent Spouse Relief provided that Member meets all guidelines for approval of the applicable debt relief and pays all associated governmental fees. Members with unpaid prior tax debt may not qualify for assistance with some or all tax debt relief options, including but not limited to Offers in Compromise.
2.1.11 Representation before the IRS or state taxing authority by a credentialed Company representative, when Company, in its sole discretion, determines such representation is necessary.
2.1.12 Representation in a federal or state tax court by a Company appointed tax attorney, when Company, in its sole discretion, determines such legal representation is the most advisable option.

2.2. Tax Defense Program Exclusions: The following types of tax returns and or Inquiries are specifically excluded from the Tax Defense Program Services. Company is under no obligation to provide Member with the Services in connection with such returns and or Inquiries:
2.2.1 Returns other than individual Form 1040, Form 1040-SR, Form 1040-SS, Form 1040-NR, Form 1041, and individual state Returns including, but not limited to corporate, and partnership returns.
2.2.2 Returns in which the Member or Preparer had knowledge of additional taxes owed, or had knowledge of an existing audit, letter or notice from the IRS or state taxing authority, as of the date Member was enrolled in the Program.
2.2.3 Returns prepared with Negligence, recklessness, intentional misrepresentation, or fraud.
2.2.4 Prior tax year Returns that are not eligible for E-File.
2.2.5 Returns filed by Preparers that have become subject to IRS or state criminal investigations.
2.2.6 Returns in which the Member or Preparer had knowledge of an existing identity theft issue as of the date Taxpayer enrolled in Program.
2.2.7 When there is a lack of clarity from the IRS and/or state taxing authorities, Company may not be able to provide complete assistance.
2.2.8 Any services performed by any individual or company other than the Services performed by Company or a Company appointed representative.

2.3. Tax Defense Program Member Responsibilities: In order for Company to be obligated to provide the Tax Defense Program Services to Member, the Member agrees to take the following actions:
2.3.1 Contact the IRS and/or state (with the assistance of Company) per the audit notice received to request an extension of the deadline for responding.
2.3.2 Notify Company of any IRS and/or state correspondence or notice regarding the Return within thirty (30) days from the date of such notice along with a complete copy of the Return.
2.3.3 Provide Company any further assistance or documents as requested that support claims made on the Return.
2.3.4 Member may be required to execute an IRS Form 2848 "Power of Attorney and Declaration of Representative" to authorize Company representatives to perform the Tax Defense Program Services.

3. Identity Theft Restoration Program

3.1. Services provided by Company under the Identity Theft Restoration Program: From the date the IRS and/or state (if applicable) has acknowledged transmission of Member's Return, and for a period of one (1) year (the Identity Theft Restoration Program Membership Term) thereafter, Company will provide the Member, and other individuals listed on the Return (collectively, the "**Member**") with the following Services to be performed exclusively by Company representatives ("Services"):

Identity Theft Restoration: Member is provided with toll free telephone access to an identity theft risk management specialist who will provide Member with the following recovery services some of which may require Taxpayer to sign a Special Limited Power of Attorney:

Assist Members with Investigating fraudulent activity; Place phone calls, send electronic notifications, and prepare appropriate documentation on the Member's behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions; Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service; Submit ID Theft Affidavit to involved creditors for card cancellation and new card issuance; Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce Member's rights; Assist the Member in notifying local law enforcement authorities to file the appropriate official reports; Provide peace of mind in the pursuit of resolution of key issues from start to finish as swiftly as possible; Provide Members with a "Case Completion Kit" including copies of documentation, correspondence, forms and letters for their personal records; and Provide daily identity monitoring with all three credit bureaus for one (1) year following an identity theft incident reported by Member to Company.

3.2. Identity Theft Restoration Program Exclusions: The following types of tax Returns are specifically excluded. Company is under no obligation to provide Member with the Services in connection with such returns:
3.2.1 Returns other than individual Form 1040, Form 1040-SR, Form 1040-SS, Form 1040-NR, Form 1041, and individual state Returns including, but not limited to, corporate and partnership returns.
3.2.2 Returns in which the Member or Preparer had knowledge of an existing identity theft issue as of the date Member was enrolled in Program.
3.2.3 Returns filed by Preparers that have become subject to IRS or state criminal investigations.
3.2.4 Any services performed by any individual or company other than the Services performed by Company or a Company appointed representative.

3.3. Identity Theft Restoration Program Member Responsibilities: In order for Company to be obligated to provide the Services to Member, the Member agrees to take the following actions:
3.3.1 Notify Company within thirty (30) days from the date of a suspected identity theft incident.
3.3.2 Provide the Company with any further assistance or documents as requested that support its Identity Theft Restoration Services.
3.3.3 Execute a special limited power of attorney to authorize Company representatives to provide the Identity Theft Restoration Services.

4. Transcript Monitoring Program:

4.1. Transcript Monitoring Acknowledgement of Engagement: Member understands that Member's Preparer has engaged Company as a third-party service provider to perform IRS transcript retrieval, monitoring, and related services ("Services") on Member's behalf. The Transcript Monitoring Program will be activated only after Member has provided separate written authorization as described in section 4.2. The Services include: (a) Company's retrieval of Member's IRS Tax Transcript data under Company's CAF; (b) Company's analysis of that data and Member's Return information; (c) the disclosure of Member's IRS transcripts, together with findings and recommendations derived therefrom, to Preparer; and (d) the provision of Preparer's direct access to Member's Transcript data and derived information through Company's systems and/or portal, all for the purpose of enabling Preparer to provide tax guidance and services to Member. Member understands that Member is authorizing Company to perform the Services as described herein.

4.2. Transcript Monitoring Tax Information Authorization: Member understands that to provide the Services, Company and its designated tax practitioners are required to submit a completed IRS Form 8821 (Tax Information Authorization), signed by Member, to the IRS. By separately signing IRS Form 8821, Member authorizes Company and its designated tax practitioners (as identified on that form) to inspect and/or receive Member's confidential tax return information from the IRS for the tax matters and periods indicated on Form 8821.

4.3. Transcript Monitoring Consent to Identity Verification: Member understands that Company is required to verify and validate Member's identity in accordance with IRS requirements for electronic signatures on tax authorization forms. By accepting Membership in this Program, Member consents to the following identity verification process:

- Photo Identification: Within the Company's designated portal, Member will be required to present a valid, government-issued photo identification document (such as a driver's license, state-issued ID, or passport). A photo or image of the identification document, along with a corresponding selfie will be captured and retained as part of the verification record.
- In the event Preparer presents Member with Form 8821 for signature through a process other than Company's designated portal, Member expressly authorizes Company to rely upon the identity verification performed by Preparer for purposes of confirming Member's identity in connection with the preparation, submission, and processing of Form 8821 and the associated Services. Member understands that this delegation of identity verification is for the limited purpose of enabling Company to fulfill its contractual obligations and comply with IRS disclosure and security requirements.
- By accepting enrollment into this Program, Member authorizes Company and its designated tax practitioners to record and retain the results of the identity verification process, including the date and time of verification, the identification document reviewed, and any documentation required by IRS guidelines, in accordance with applicable IRS data security and records retention requirements.

4.4. Services provided by Company under the Transcript Monitoring Program (Services): From the date the IRS has authorized Company access to Member's Tax Transcripts as the result of submitting an IRS Form 8821 executed by Member, and continuing on a rolling basis for so long as (a) Member's Preparer maintains an active subscription with Company and (b) the applicable Company Program Fees are paid when due (the "'Transcript Monitoring Program Membership Term"), Company shall provide the Services described herein. The Transcript Monitoring Program Membership Term shall terminate automatically upon the earlier of: (i) the termination or non-renewal of Preparer's business relationship with Company; (ii) Preparer's failure to pay Company Program Fees when due; or (iii) cancellation by Member pursuant to Section 5.3.

4.4.1 Act as Member's designee under IRS Form 8821 to periodically retrieve, analyze, store, and process Member's Transcript data and related tax return information.
4.4.2 Perform analysis of Member's IRS tax transcript data and tax return information for the purpose of providing Preparer and Member with findings and recommendations that may assist in complying with tax regulations, monitoring the status of Member's tax situation with the IRS, and developing and implementing tax or other financial strategies.
4.4.3 Upon separately obtaining Member's signed consent, disclose to Preparer: the Member's IRS Tax Transcript data and Return information, together with the findings, recommendations, and analysis derived therefrom for the purpose of enabling Preparer to provide tax guidance and services to Member, and disclose such information to Member directly; provide Preparer with direct access to Member's IRS tax transcript data and related account information

through Company's designated systems and/or portal, enabling Preparer to view, retrieve, and utilize Member's IRS transcript data as needed to provide tax guidance and services to Member; and share with Preparer the Member's IRS tax transcripts and related tax account data retrieved and downloaded by Company, including raw and processed transcript information.
4.4.4 Upon separately obtaining Member's signed consent, disclose to Authorized Third-Party Providers the Member's IRS tax transcript data and tax return information, together with the findings, recommendations, and analysis derived therefrom, for the purpose of displaying that information to Preparer within such provider's software platform to assist Preparer in providing tax guidance and advisory services to Member.
4.4.5 Upon separately obtaining Member's signed consent, share with Authorized Third-Party Providers the Member's IRS Tax Transcripts and related tax account data retrieved and downloaded by Company and authorize such providers to perform analysis of Member's IRS tax transcript data and tax return information for the purpose of providing Preparer and Member with findings and recommendations that may assist in complying with tax regulations, monitoring the status of Member's tax situation with the IRS, and developing and implementing tax or other financial strategies.
4.4.6 Rely upon the identity verification completed pursuant to Section 4.3 of this Agreement for purposes of confirming Member's identity in connection with the preparation, submission, and processing of Form 8821 and the associated Services.
4.4.7 In the event Company's tax information authorization to access Member's Transcripts is revoked by the Member or the IRS prior to the end of the Membership Term, Company shall notify the Preparer and the Member and suspend the Services until a new authorization is obtained from the Member.

4.5. Transcript Monitoring Program Exclusions: The following types of Members, tax returns and/or inquiries are specifically excluded. Company is under no obligation to provide Member with the Transcript Monitoring Program Services in connection with such Members, Returns and/or Inquiries:
4.5.1 Returns other than individual federal Form 1040, Form 1040SR, Form 1040PR, Form 1040NR and Form 1041. COMPANY reserves the right to modify the list of qualifying tax returns and communicate the updated list as necessary.
4.5.2 State tax returns
4.5.3 Members who fail to execute an IRS Form 8821 authorizing Company to access Member's Transcripts.
4.5.4 Members for whom the IRS has not approved or has revoked Company's tax information authorization to access Member's Transcripts and Members who have revoked Company's tax information authorization to access Member's Transcripts. Service may be initiated or reinstated upon obtaining a new tax information authorization from the IRS for Company.
4.5.5 Returns prepared with Negligence, recklessness, intentional misrepresentation, or fraud.
4.5.6 When there is a lack of clarity from the IRS, or if the IRS Transcript retrieval services are unavailable, Company may not be able to provide Services.

4.6. Transcript Monitoring Program Member Responsibilities: In order for Company to be obligated to provide the Transcript Monitoring Program Services to Member, the Member agrees to take the following actions:
4.6.1 Complete the Tax Information Authorization described in Section 4.2 of this Agreement.
4.6.2 Complete the Identity Verification described in Section 4.3 of this Agreement.
4.6.3 Separately execute Company documents consenting to the sharing and use of IRS Tax Transcript data and Return information, together with the findings, recommendations, and analysis derived therefrom with Preparer and Authorized Third-Party Providers as described in Section 4.4 of this Agreement.

5. General Provisions: The following provisions govern the Program including the Tax Defense Program, Identity Theft Restoration Program and the Transcript Monitoring Program Memberships.

5.1. Disclosure of Information: Member hereby agrees that Member's specific Taxpayer information, including all information that Member has disclosed to the Preparer or has been included on the Return, may be disclosed by the Preparer to Company and used by Company in the manner consistent with this Agreement. Member further consents to Company's disclosure of such information to Preparer and Authorized Third-Party Providers as described in Section 4.4 of this Agreement.

5.2. Modification of Services: Company reserves the right to modify, change, substitute, suspend, or discontinue any aspect of the Services at any time in its sole discretion. Company will notify Preparer and if possible, Member of material modifications to the Services; however, such notification may be provided simultaneously with or following the implementation of the modification. Member's continued participation in the Program following notification constitutes acceptance of the modified Services. If Member does not wish to continue under the modified Services, Member may cancel the Membership pursuant to Section 5.3.

5.3. Cancellation: If, for any reason, a Member is not satisfied with the Program and wishes to terminate Membership, the Member may cancel by providing written notice to Company. Cancellation is effective upon Company's receipt of written notice. No refund of Program fees will be issued upon cancellation, as Program fees are paid by Preparer and are non-refundable. Upon cancellation, Company will cease providing Services to the cancelled Member. After termination of the Membership for any reason, Company will retain Member's data, IRS Tax Transcript data and related Return information for a period of five (5) years following the cancellation date, after which such data will be securely destroyed in accordance with IRS Publication 4557 requirements. Cancellation does not affect any actions taken or disclosures made in reliance on this Agreement prior to the effective date of cancellation.

5.4. Member Representations and Acknowledgements: In return for the Services available under the Program, the Member makes the following representations and acknowledgements:
5.4.1 Member has read this Agreement carefully and understands the Program.
5.4.2 Membership in the Program and benefits thereunder are not assignable without the express written consent of Company. Member agrees that Member will use their Program Membership only for their personal benefit. A Member's violation of this paragraph 5.4.2 will result in immediate termination of the Program Membership.
5.4.3 Member acknowledges that Company bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the Program. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the Member.
5.4.4 Member understands that Member is responsible for paying the Preparer for Preparer's services, Preparers are independent contractors, and Company in no way is responsible for the services provided by a Preparer.
5.4.5 Member understands and agrees that as an additional benefit of Membership, they will be enrolled as a member of the American Advantage Association (AAA) at no cost which may provide Member access to additional benefits and services.
5.4.6 Member understands and agrees that the Program is not insurance.
5.4.7 Member represents and warrants that they have truthfully provided correct, accurate and complete information to the Preparer and to the best of Member's knowledge, the Preparer has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS and state (if applicable) rules, regulations, procedures, guidelines, publications and requirements, and that the Services provided under the Program are conditioned upon such completion.

5.5. Disclaimer: Failure to comply with procedures and strategies recommended by Company may result in a disruption or termination of the Services and may also result in an IRS and/or state (if applicable) ruling unfavorable to the Member. Failure or refusal to comply with requests or instructions from the IRS and/or state (if applicable) during the audit may result in adverse actions taken by the IRS and/or state to Member's detriment. In all cases, Company will not be held responsible for the outcome and reserves the right to cease providing Services when reasonably warranted.

5.6. Disclaimer of Warranties: Company is not a tax preparer or a direct provider of the tax services provided to Member other than the Program. ACCORDINGLY, COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PARTICIPATING PREPARER. MEMBER ACKNOWLEDGES THAT MEMBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN; SELECTING A PREPARER FOR THE SERVICES PROVIDED TO MEMBERS BY THE PREPARER, OR PROVIDING TAX OR LEGAL ADVICE TO MEMBER. MEMBER SHOULD LOOK TO PREPARER FOR TAX ADVICE. In the event any product or service (other than the Program) purchased or received by a Member from a Tax Preparer is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Preparer or the Seller, merchant, or manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim. The analysis, information, and materials provided by Company under the Transcript Monitoring Program are intended solely for informational and educational purposes and do not constitute tax preparation services, tax advice, or legal advice of any kind. Nothing provided by Company under the Transcript Monitoring Program should be construed as the practice of law or the provision of tax preparation or tax advisory services. All analysis provided is general in nature and is not a substitute for the professional judgment of a qualified tax professional. It is the sole responsibility of the Preparer or other qualified professional to review, evaluate, and apply any information provided by Company under the Transcript Monitoring Program in consideration of the specific facts and circumstances of each individual client, and to render any tax or legal advice accordingly. Company expressly disclaims any and all liability arising from reliance on the information or analysis provided under the Transcript Monitoring Program, including but not limited to any errors, omissions, or outcomes resulting from the use of such information by Member, Preparer, or other third party.

5.7. General Release: Each Member who uses the Services under the Program Membership hereby forever releases, acquits and discharges Company and its employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action not arising from Company's gross negligence, willful misconduct, or material breach of the Agreement that such Member or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the course of the use of any and all Services under the Program.

5.8. Notices: Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the Preparer and when possible the Member, at the address provided by the Preparer and Member or posted in the Company Member Portal located on the Company website. Members may provide notice to Company at the address or phone number at the end of this document.

5.9. Dispute Resolution: Any dispute arising out of or relating to this Agreement or the Services shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, and judgment on the award may be entered in any court of competent jurisdiction. The arbitration shall take place in Winston Salem, North Carolina. Each party shall bear its own costs and fees unless the arbitrator determines otherwise. Member waives any right to bring or participate in any class action, collective action, or representative proceeding against Company, whether in arbitration or in court. All disputes must be brought solely on an individual basis.

5.10. Limitation of Liability: To the maximum extent permitted by applicable law, Company's aggregate liability to Member or Preparer for any claims arising out of or relating to this Agreement or the Services — regardless of the form of action — shall not exceed the total Company Program Fees actually paid with respect to the Member whose claim gives rise to liability. In no event shall Company be liable for indirect, incidental, consequential, or punitive damages.

5.11. Data Security: Company maintains a written data security plan and implements administrative, technical, and physical safeguards designed to protect Member's IRS Tax Transcript data and related return information in compliance with IRS Publication 4557 (Safeguarding Taxpayer Data) and applicable IRS requirements. Member's transcript data is retained in accordance with the retention schedule set forth in Section 5.3. In the event of a data breach involving Member's transcript data, Company will notify affected Members in accordance with applicable federal and state breach notification requirements.

5.12. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to Membership in the Program. No representations, inducements, promises, or agreements other than those expressly set forth in this Agreement shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. Member acknowledges that THE PROGRAM IS NOT INSURANCE.

5.13. Miscellaneous: This Agreement is binding upon the parties and their successors and permitted assigns and shall be governed by the laws of North Carolina. Section headings are for reference only and do not affect interpretation. Waiver of any breach shall not constitute waiver of any subsequent breach.

5.14. Survival: Sections 5.6 (Disclaimer of Warranties), 5.7 (General Release), 5.9 (Dispute Resolution), 5.10 (Limitation of Liability) and 5.13 (Miscellaneous) shall survive termination or expiration of this Agreement for any reason.

5.15. Effect of Termination of Preparer Agreement with Company. The Tax Defense Program, Identity Theft Restoration Program, and Transcript Monitoring Program Memberships described in this Agreement are each conditioned upon the existence of a valid and active agreement between Company and Member's Preparer (the "Preparer Agreement"). In the event the Preparer Agreement terminates or expires for any reason, Member's eligibility to receive Services under all three Programs shall terminate concurrently with such termination or expiration, and Company shall have no further obligation to enroll new Members or provide new Services to existing Members under the Tax Defense Program, Identity Theft Restoration Program, or Transcript Monitoring Program on behalf of that Preparer; provided, however, that: (a) any matter regarding any IRS and/or state correspondence or notice regarding the Return dated prior to the effective date of termination of the Preparer Agreement for which appropriate notice is given to Company under the Tax Defense Program in accordance with this Agreement shall continue to be serviced by Company through resolution, subject to all other terms and conditions of this Agreement; and (b) any identity theft incident reported to Company under the Identity Theft Restoration Program prior to the effective date of termination of the Preparer Agreement shall continue to be serviced by Company through resolution, subject to all other terms and conditions of this Agreement. Upon termination of the Preparer Agreement, it shall be the sole responsibility of the Preparer to provide prompt written notice to each affected Member of the termination of their Program Membership. Company shall have no liability to any Member arising from the Preparer's failure to provide such notice.

Tax Protection Plus Through the American Advantage Association
P.O. Box 24279 Winston Salem, NC 27114
cases@taxprotectionplus.com / Phone # 866-942-8348 / Fax# 850-424-1420

Tax Preparation Guarantee Program Membership Agreement

The following terms and conditions of this Membership Agreement (the "Agreement") govern the Tax Preparation Guarantee Program. Throughout this document, **Program** refers to this Tax Preparation Guarantee Program.

1. Definitions:
The following definitions are applicable to the Agreement.
a. "Assessment" (also referred to as Assess or Assessed) means the amount, as indicated by the Internal Revenue Service (IRS) or state taxing authority, a Member is required to pay in relation to the Return for additional taxes, penalties and/or interest provided Member receives notification within three (3) years from the date the Return was acknowledged by the IRS, and/or the state taxing authority.
b. "Error" means a miscalculation or mistake by the Preparer in the preparation of Member's Return deemed legitimate in Company's sole discretion that results in an Assessment.
c. "Negligence" means failure on the part of the Preparer to exercise the care or apply the effort to research IRS and/or state tax codes, instructions and guidelines that a reasonably prudent Preparer would exercise in their efforts to comply with IRS and/or state tax codes in the preparation of a tax Return; or failure on the part of the Member to exercise the care or apply the effort that a reasonably prudent person would exercise in providing their Preparer with complete and accurate information to enable them to accurately prepare the tax Return.
d. "Preparer" means the individual or tax preparation business, holding an active agreement with Company to provide clients access to the Program including any of their representatives who have completed and signed the acknowledged Return as the paid preparer including their firm and any representatives of their firm designated to assist in delivering tax preparation services, financial advisory services or related services to the Member.
e. "Member" or "Taxpayer" means: the individual taxpayer (or individuals if filing a Joint Return) for whom the Preparer completes and signs an acknowledged Return; has been enrolled in the Program by Preparer; and for whom Company has received payment of the Company Program Fee.
f. "Company" means Tax Protection Plus, LLC.
g. "Company Program Fee" means the Company established fee charged by Company for a Taxpayer to participate in the Program and paid to Company by the Preparer.
h. "Return" means an IRS acknowledged individual federal tax return Form 1040, Form 1040-SR, Form 1040-SS, Form 1040-NR, Form 1041, and/or a state acknowledged individual state tax return (if applicable) and is not otherwise excluded in this Agreement.
i. **"**Membership" is a term defining a Member's status as a participant in the Program who is eligible to receive the Services defined in this Agreement.

2. Services provided by Company under the Program: Program facilitates Reimbursements from Preparer under a limited guarantee provided by Preparer on their tax preparation services. For a period of three (3) years from the date the IRS and/or state (if applicable) has acknowledged transmission of Member's Return (the Membership Term)**,** if the Member's Return is Assessed additional taxes, penalties and/or interest by the IRS or state taxing authority as the direct result of an Error made by a Preparer**,** participation in the Program may qualify the Member for reimbursement of up to a combined total of $2,500.00 in additional fees due as calculated by the IRS and/or state, subject to the limitations and qualification criteria described in Section 3 of this Agreement. Company, working through Tax Protection Plus Insurance Services, LLC. (DBA TPP-ERO Insurance Services in California), a licensed insurance producer and surplus lines broker, (Cal. license # 6014698) has obtained a policy from an 'A' rated insurer for the American Advantage Purchasing Group and Members backing Member's tax preparation guarantee under the Tax Preparation Guarantee Program. REIMBURSEMENT BENEFITS ARE NOT AVAILABLE AND WILL NOT BE PAID TO MEMBERS WHO RESIDE IN ANY U.S. STATE OR JURISDICTION IN WHICH APPLICABLE LAW PROHIBITS COMPANY FROM PROVIDING THIS PROGRAM.

3. Reimbursement Policy and Criteria:
3.1 A Member's eligibility for reimbursement of Assessed penalties, interest, and taxes is subject to the exclusions described in Section 4 and must meet the following criteria:
3.1.1 Company received a completed reimbursement request from the Preparer describing the Error and how it occurred.
3.1.2 Company is provided with evidence which demonstrates to the Company's satisfaction the legitimacy of the Preparer Error.
3.1.3 Member has met all of the obligations of Member defined in Section 5.
3.1.4 Company is provided with proof satisfactory to Company that either (a) all tax obligations have been paid in full to the IRS and/or state or (b) the Member is current with any payment agreement entered into with the IRS.
3.1.5 Reimbursement shall not exceed the lesser of the Assessment or $2,500.
3.2 The Member will receive Form 1099 MISC from Company for the amount of any reimbursement payments.
3.3 Notwithstanding anything contained herein to the contrary, the Member is not eligible for reimbursement if the additional tax, penalty or interest is Assessed as a result of:
3.3.1 Incomplete, incorrect, or misleading information intentionally provided by the Member or Preparer.
3.3.2 Preparer's reckless failure to include W-2, 1099 or any other taxable income on the Return.
3.3.3 The Member's inability to provide the IRS and/or state or Company with sufficient records to support any item on the Return, including (but not limited to) filing status, deductions, expenses or dependents.
3.3.4 Returns prepared with Negligence.

4. Program Exclusions: The following types of Returns and/or letters, notices, and audits are specifically excluded. Company is under no obligation to provide Member with the Services in connection with such Returns, letters, notices, and audits :
4.1 Returns other than individual Form 1040, Form 1040-SR, Form 1040-SS, Form 1040-NR, Form 1041, and individual state Returns including, but not limited to, corporate and partnership returns.
4.2 Returns in which the Member or Preparer had knowledge of additional taxes owed, or had knowledge of an existing audit, letter, or notice from the IRS or state taxing authority as of the date Member was enrolled in Program.
4.3 Returns prepared with Negligence, recklessness, intentional misrepresentation, or fraud.
4.4 Self-prepared Returns.
4.5 Prior tax year tax Returns that are not eligible for E-file.
4.6 Returns filed by Preparers that have become subject to IRS and/or state criminal investigations.
4.7 No reimbursement will be made for issues arising from estimated taxes, including underpayment of estimated tax penalty and/or overstatement of estimated tax.
4.8 No reimbursement will be made if the Preparer inputs an incorrect banking account number for direct deposit of refund or drafting of funds for payment to the IRS or state taxing authority.
4.9 Letters, notices, or audits related to a data breach or compromised Taxpayer data that was not reported to the IRS and state regulatory authorities by the Preparer within the timeframe required by applicable law.
4.10 No reimbursement will be made for state-specific credits that are filed after the credit deadline, regardless of a filing extension.

5. Member Responsibilities: In order for Company to be obligated to provide the Services to Member, Member agrees to take the following actions:
5.1 Contact the IRS and/or state (with the assistance of Company) per the notice received to request an extension of the deadline for responding.
5.2 Notify Company of any IRS and/or state correspondence or notice regarding the Return within thirty (30) days from the date of such notice along with a complete copy of the Return.
5.3 Provide Company any further assistance or documents as requested that support claims made on the Return.

6. Modification of Services: Company reserves the right to modify, change, substitute, suspend, or discontinue any aspect of the Services at any time in its sole discretion. Company will notify Preparer of material modifications to the Services. Preparer will be responsible for notifying Members; however, such notification may be provided simultaneously with or following the implementation of the modification. Member's continued participation in the Program following notification constitutes acceptance of the modified Services. If Member does not wish to continue under the modified Services, Member may cancel the Membership pursuant to Section 8.

7. Disclosure of Information: Member hereby agrees that Member's specific Taxpayer information, including all information Member has disclosed to the Preparer or has been included on the Return, may be disclosed by the Preparer to Company and used by Company in the manner consistent with this Agreement.

8. Cancellation: If, for any reason, a Member is not satisfied with the Program and wishes to terminate Membership, the Member may cancel by providing written notice to Company. Cancellation is effective upon Company's receipt of written notice. No refund of Program fees will be issued upon cancellation, as Program fees are paid by Preparer and are non-refundable. Upon cancellation, Company will cease providing Services to the cancelled Member. After termination of the Membership for any reason, Company will retain Member's data and related Return information for a period of five (5) years following the cancellation date, after which such data will be securely destroyed in accordance with IRS Publication 4557 requirements. Cancellation does not affect any actions taken or disclosures made in reliance on this Agreement prior to the effective date of cancellation.

9. Member Representations and Acknowledgments: In return for the Services available under the Program, the Member makes the following representations and acknowledgments:
9.1 Member has read this Agreement carefully and understands the Program.
9.2 Member may cancel their Program Membership at any time during the Membership Term.
9.3 Membership in the Program and benefits thereunder are not assignable without the express written consent of Company. Member agrees that Member will use their Program Membership only for their personal benefit. A Member's violation of this paragraph 9.3 will result in immediate termination of the Program Membership.
9.4 Member acknowledges that Company bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the Program. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the Member.
9.5 Member understands that Member is responsible for paying the Preparer for Preparer's services.
9.6 Member understands and agrees that all Preparers are independent contractors, and that Company in no way is responsible for the services provided by a Preparer.
9.7 Member understands and agrees that as an additional benefit of Membership, they will be enrolled as a member of the American Advantage Association (AAA) at no cost which may provide Member access to additional benefits and services. AAA is an association that strives to facilitate connections between organizations and individuals, fostering collaborative efforts to create improved products, services, administrative processes, and pricing solution for their respective businesses, members, customers, and employees.
9.8 Member understands and agrees that the Program is not insurance.
9.9 Member represents and warrants that they have truthfully provided correct, accurate and complete information to the Preparer and to the best of Member's knowledge, the Preparer has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS and state (if applicable) rules, regulations, procedures, guidelines, publications and requirements, and that the Services provided under the Program are conditioned upon such completion.

10. Disclaimer: Failure to comply with procedures and strategies recommended by Company may result in a disruption or termination of the Services and may also result in an IRS and/or state (if applicable) ruling unfavorable to the Member. Failure or refusal to comply with requests or instructions from the IRS and/or state (if applicable) during the audit may result in adverse actions taken by the IRS and/or state to Member's detriment. In all cases, Company will not be held responsible for the outcome and reserves the right to cease providing Services when reasonably warranted.

11. Disclaimer of Warranties: Company is not a tax preparer or a direct provider of the tax services provided to Member other than the Program. ACCORDINGLY, COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PARTICIPATING PREPARER. MEMBER ACKNOWLEDGES THAT MEMBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN; SELECTING A PREPARER FOR THE SERVICES PROVIDED TO MEMBERS BY THE PREPARER, OR PROVIDING TAX OR LEGAL ADVICE TO MEMBER. MEMBER SHOULD LOOK TO PREPARER FOR TAX ADVICE. In the event any product or service (other than the Program) purchased or received by a Member from a Tax Preparer is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Preparer or the Seller, merchant, or manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

12. General Release: Each Member who uses the Services under the Program Membership hereby forever releases, acquits and discharges Company and its employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action not arising from Company's gross negligence, willful misconduct, or material breach of the Agreement that such Member or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the course of the use of any and all Services under the Program.

13. Notices: Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the Preparer or Member, at the address provided by the Preparer or Member or posted in the Company Preparer and Member Portal located on the Company website. Members may provide notice to Company at the address or phone number at the end of this document.

14. Dispute Resolution: Any dispute arising out of or relating to this Agreement or the Services shall be resolved by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, and judgment on the award may be entered in any court of competent jurisdiction. The arbitration shall take place in Winston Salem, North Carolina. Each party shall bear its own costs and fees unless the arbitrator determines otherwise. Member waives any right to bring or participate in any class action, collective action, or representative proceeding against Company, whether in arbitration or in court. All disputes must be brought solely on an individual basis.

15. Limitation of Liability: To the maximum extent permitted by applicable law, Company's aggregate liability to Member or Preparer for any claims arising out of or relating to this Agreement or the Services — regardless of the form of action — shall not exceed the total Company Program Fees actually paid with respect to the Member whose claim gives rise to liability. In no event shall Company be liable for indirect, incidental, consequential, or punitive damages.

16. Data Security: Company maintains a written data security plan and implements administrative, technical, and physical safeguards designed to protect Member's tax retrun information and personal data and related return information in compliance with IRS Publication 4557 (Safeguarding Taxpayer Data) and applicable IRS requirements. Member's tax return information and personal data is retained in accordance with the retention schedule set forth in Section 8. In the event of a data breach involving Member's data, Company will notify affected Members in accordance with applicable federal and state breach notification requirements.

17. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to Membership in the Program. No representations, inducements, promises, or agreements other than those expressly set forth in this Agreement shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. Member acknowledges that THE PROGRAM IS NOT INSURANCE.

18. Miscellaneous: This Agreement is binding upon the parties and their successors and permitted assigns and shall be governed by the laws of North Carolina. Section headings are for reference only and do not affect interpretation. Waiver of any breach shall not constitute waiver of any subsequent breach

19. Survival: Sections 11 (Disclaimer of Warranties), 12 (General Release), 14 (Dispute Resolution), 15 (Limitation of Liability) and 18 (Miscellaneous) shall survive termination or expiration of this Agreement for any reason

20. Effect of Termination of Preparer Agreement with Company. The Tax Preparation Guarantee Program Memberships described in this Agreement is conditioned upon the existence of a valid and active agreement between Company and Member's Preparer (the "Preparer Agreement"). In the event the Preparer Agreement terminates or expires for any reason, Member's eligibility to receive Services under the Tax Preparation Guarantee Program shall terminate concurrently with such termination or expiration, and Company shall have no further obligation to enroll new Members or provide new Services to existing Members under the Tax Preparation Guarantee Program on behalf of that Preparer; provided, however, that any matter regarding any IRS and/or state correspondence or notice regarding the Return dated prior to the effective date of termination of the Preparer Agreement for which appropriate notice is given to Company in accordance with Section 5.2 of this Agreement shall continue to be serviced by Company through resolution, subject to all other terms and conditions of this Agreement. Upon termination of the Preparer Agreement, it shall be the sole responsibility of the Preparer to provide prompt written notice to each affected Member of the termination of their Program Membership. Company shall have no liability to any Member arising from the Preparer's failure to provide such notice.

Tax Protection Plus Through the American Advantage Association
P.O. Box 24279 Winston Salem, NC 27114
cases@taxprotectionplus.com / Phone # 866-942-8348 / Fax# 850-424-1420