USER AGREEMENT

This USER AGREEMENT is made and entered into on the date executed by USER (the 'Effective Date') by and between Tax Protection Plus, LLC (hereinafter referred to as "COMPANY"), with its principal offices at 221 Executive Park Blvd, Winston Salem, NC 27103 and the USER completing this Agreement (hereinafter referred to as "USER" and with COMPANY, collectively, the "Parties" or "parties", and sometimes, each a "Party" or "party").

1. DEFINITIONS:

USER: Tax preparer, Tax preparation business, or service bureau executing this USER AGREEMENT.

SUBCONTRACTOR: Tax preparers, tax preparation businesses, or others operating under contract with USER.

COMPANY PROGRAM: Refers to the COMPANY program that provides MEMBERS or USERS, as applicable, access to the COMPANY PROGRAM Benefits including the COMPANY Tax Defense Program, the COMPANY Tax Preparation Guarantee Program, and the COMPANY Identity Theft Restoration Program. COMPANY may offer various COMPANY PROGRAM Levels, some of which may place limitations on the number of Members that may be given access to one or more of the COMPANY PROGRAM Benefits.

QUALIFYING TAX RETURN: All Individual federal income tax returns on forms 1040, 1040-SR, 1040-SS, 1040-NR and 1041 and the equivalent state income tax returns filed by USER and accepted by the IRS or state income taxing authority on or after the MEMBER REPORTING EFFECTIVE DATE. COMPANY reserves the right to modify the list of QUALIFYING TAX RETURNS and communicate the updated list within thirty (30) days advance notice of the change.

ENROLLED TAX RETURN: All QUALIFYING TAX RETURNS enrolled into a COMPANY PROGRAM by USER in accordance with the terms and conditions of this Agreement.

MEMBER(s): An individual who voluntarily elects to enroll in the COMPANY PROGRAM and pay the Program Fee or is enrolled in COMPANY PROGRAM by USER at USER's expense for whom USER or SUBCONTRACTOR files a QUALIFYING TAX RETURN and for which COMPANY successfully collects the required Program Fee.

MEMBER REPORTING EFFECTIVE DATE: The date selected by USER, at the time USER executes this agreement within a COMPANY authorized registration process, upon which income tax returns filed thereafter shall be considered QUALIFYING TAX RETURNS.

COMPANY Tax Defense Program: COMPANY's membership benefit program that provides tax defense services to MEMBERS (Subject to the terms and conditions of the Tax Defense Program Membership Agreement).

Tax Preparation Guarantee Program: A program facilitated by a licensed insurance producer and surplus lines broker affiliate of COMPANY that enables USER to access the benefits of a commercial liability insurance policy issued by a third party insurance company to the American Advantage Purchasing Group ("AAPG" and such insurance policy, the "AAPG Policy"). More particularly, upon becoming a member of AAPG, (which, for the avoidance of doubt, is separate and distinct from membership of a USER or a MEMBER in American Advantage Association (AAA)), the AAPG Policy insures USER's limited guarantee on USER'S tax preparation services which provides for the reimbursement to a MEMBER of additional amounts that become due by a MEMBER to the IRS or state income taxing authority as a direct result of a legitimate error or omission by USER or one of USER's tax preparers, EROs or SUBCONTRACTORS for which USER is directly or vicariously responsible in the preparation and transmission of an ENROLLED TAX RETURN (the "USER'S Tax Preparation Guarantee"). All claims under the AAPG Policy will be satisfied by the applicable third party insurance company and neither COMPANY nor any affiliate thereof shall be responsible for any such claim nor otherwise act in any insurance company capacity. THE TAX REIMBURSEMENT PROGRAM IS NOT AVAILABLE FOR USERS WITH RESPECT TO THEIR MEMBERS LOCATED IN ANY U.S. STATE OR JURISDICTION IN WHICH APPLICABLE LAW PROHIBITS COMPANY FROM PROVIDING THIS PROGRAM OR WHERE NO INSURANCE CARRIER WILL ISSUE OR CONTINUE TO RENEW A COMMERCIAL LIABILITY INSURANCE POLICY ISSUED TO AAPG. (Subject to the terms and conditions of the Tax Preparation Guarantee Program Membership Agreement).

COMPANY Identity Theft Restoration Program: COMPANY'S membership benefit program that provides identity theft restoration services to MEMBERS (Subject to the terms and conditions of the Identity Theft Restoration Program Membership Agreement).

COMPANY PROGRAM Membership Agreement: The COMPANY document issued to a MEMBER defining the MEMBER terms and conditions of the COMPANY Tax Defense Program, the COMPANY Tax Preparation Guarantee Program, and the COMPANY Identity Theft Restoration Program.

2. REPRESENTATIONS: COMPANY and USER represent they are duly licensed, authorized, or qualified to do business and are in good standing in every jurisdiction in which a license, authorization, or qualification is required to provide the services and fulfill their obligations outlined in this Agreement. COMPANY and USER represent and warrant that the services rendered under this Agreement shall be performed by each Party and their respective employees or SUBCONTRACTORS in accordance with the highest standards of competence within their respective industry. USER represents: (a) it is properly licensed/registered to prepare tax returns in each jurisdiction where it operates; (b) it is in compliance with Circular 230 and applicable IRS requirements; (c) USER'S execution of the agreement does not violate any other obligation of USER; and (d) USER has not been subject to any IRS disciplinary action or suspension that would impair its ability to perform.

3. APPOINTMENT: Upon execution of this AGREEMENT by USER, USER is appointed and authorized by COMPANY to provide client taxpayers with access to COMPANY PROGRAM MEMBER benefits (except for any components of COMPANY PROGRAM that may not be available to a MEMBER depending on, among other factors, the location of a MEMBER) and provide Tax Guarantees to MEMBERS.

USER'S Tax Preparation Guarantees: Authorization and User Requirements: To be appointed and authorized by COMPANY to offer MEMBERS USER'S Tax Preparation Guarantees and for USERS to thereby access COMPANY'S Tax Preparation Guarantee Program, USER agrees to the following: USER understands that USER is making the limited guarantee to its clients and the COMPANY Tax Preparation Guarantee Program provides USER the ability to participate in the AAPG to access the benefits of AAPG Policy issued to AAPG insuring their limited tax preparation guarantees (or, where required by applicable law, their limited professional liability exposures); USER understands that the insurance may be issued by an excess and surplus lines insurer whereby the solvency thereof or benefits payable thereunder may not be protected by an insurance insolvency guaranty fund and that the insurer may not be subject to all insurance laws and regulations of each state. USER further understands that by signing this Agreement, USER and any of USER'S employees or SUBCONTRACTORS are being registered as Organization Members of AAA and as members of AAPG. USER acknowledges that a portion of the Program Fees it pays to COMPANY will be used to pay for the maintenance of AAPG and to fund premiums with respect to the commercial liability insurance policy issued to AAPG covering USER's Tax Preparation Guarantee. Nothing contained herein shall otherwise require a USER or MEMBER to purchase any other services from AAA or any other party for access to such insurance coverage. Additionally, USER commits to providing the USER's Tax Preparation Guarantee to MEMBERS at no extra cost to them. To speak with a licensed insurance agent, call Tax Protection Plus Insurance Services (In CA, DBA TPP-ERO Insurance Services) at 855-406-5527. USER understands and agrees that to access USER's certificate of insurance related to the Tax Preparation Guarantee Program USER will log into the Tax Protection Plus client portal at https://www.taxprotectionplus.com/ or call COMPANY at 855-406-5527.

4. INDEPENDENT CONTRACTOR; USER'S SUBCONTRACTORS: The parties agree that USER is an independent contractor. Nothing contained in this agreement or in the rules and regulations of COMPANY shall be construed to create the relationship of employer and employee between USER and COMPANY. USER shall be free to exercise its own judgment as to the individuals from whom it shall solicit business and the time, place, and manner of solicitation. However, COMPANY may, from time to time, prescribe reasonable rules and regulations respecting the conduct of USER's business as they relate to: 1) this Agreement, 2) the individuals, USERS and MEMBERS who are eligible for a COMPANY PROGRAM, and 3) the states in which a COMPANY PROGRAM may be available, but COMPANY will not interfere with USER's freedom of action.

All costs and expenses incurred by USER in performing any services under this Agreement, including but not limited to, rentals, salaries, booth or stall fees, telephone, living expenses, travel expenses, entertainment, office, clerical, maintenance, displays and advertisements, and other marketing and sales expenses shall be borne solely by USER and shall not be reimbursed by COMPANY. In no case shall COMPANY be responsible or liable for such expenses or costs. Additionally, to the extent that USER engages SUBCONTRACTORS concerning USER'S performance of USER'S services and obligations under this Agreement, USER agrees and covenants that USER is solely responsible and liable concerning such SUBCONTRACTORS' (as well as all of USER'S employees and other agents) performance and actions of USER's services and obligations hereunder; moreover, USER covenants to ensure that USER'S SUBCONTRACTORS (and USER'S employees and other agents) comply with all obligations, covenants and limitations imposed upon USER hereunder, and USER shall be solely liable concerning same.

5. COMPLIANCE WITH LAWS AND COMPANY RULES AND REGULATIONS: USER shall comply with and adhere to all applicable federal, state, and local laws, rules and regulations, governing its services including but not limited to any laws, rules and regulations requiring licensing and disclosure. USER shall not represent to any MEMBER that such MEMBER is purchasing insurance nor shall USER engage in any activity that would be deemed to be the sale, solicitation or negotiation of insurance under applicable insurance laws or regulations. USER hereby acknowledges and agrees that no services offered by COMPANY hereunder, including but not limited to any component of the COMPANY PROGRAM, are considered the transaction of insurance by COMPANY or any affiliate thereof.

6. SPECIFIC LIMITATIONS ON ACTIONS BY USER. USER is not authorized by or on behalf of COMPANY to: incur any debt or obligation on behalf of COMPANY; make, alter or discharge any contract or Membership Agreement; or represent COMPANY except as permitted by this Agreement. USER shall not circumvent COMPANY in any way, including but not limited to, entering into discussions, negotiations or agreements that would by-pass payment to COMPANY in delivering the Programs outlined in this Agreement to MEMBERS.

7. MARKETING GUIDELINES:
USER must adhere to the following guidelines in its efforts to provide MEMBERS access to COMPANY PROGRAM.

a. USER agrees to present the COMPANY PROGRAM to prospective MEMBERS clearly and truthfully and to fully and accurately disclose the benefits, limitations and exclusions of the COMPANY PROGRAM. USER agrees not to engage in the use of high pressure; misleading or deceptive sales practices.
b. USER agrees to accurately disclose the COMPANY PROGRAM Fee to be charged to MEMBERS and to separately disclose any additional fees charged by USER to MEMBERS that may be in any way related to the MEMBER'S enrollment into the COMPANY PROGRAM.
c. USER agrees to activate MEMBER enrollments and the MEMBER'S ENROLLED TAX RETURN by adhering to procedures for doing so as defined by the tax preparation and transmission software provider or by otherwise reporting MEMBERS to COMPANY in accordance with instructions provided by COMPANY.
d. USER agrees to provide MEMBERS with a copy of the COMPANY Program Membership Agreement.
e. USER may not modify the COMPANY PROGRAM benefits for any MEMBER.
f. USER shall use no advertising material, prospectus, proposal, or representation in relation to COMPANY PROGRAM unless furnished by COMPANY or with the prior written consent of COMPANY. USER shall not issue or circulate any statement or memorandum of any sort misrepresenting the terms, benefits, or advantages of COMPANY PROGRAM, or any misleading statement as to the financial security of COMPANY. USER agrees that it shall not use any trade name, trademark, service mark, logo or other identifying mark of COMPANY without the prior written consent of COMPANY.
g. USER shall obtain adequate information from each MEMBER to fully complete and successfully transmit a QUALIFYING TAX RETURN for each enrolled MEMBER, which may be completed in USER'S tax software, and USER shall ensure that all information is accurately inserted where required.
h. USER assumes full responsibility for the actions of USER's employees and SUBCONTRACTORS under this Agreement as if USER performed them and agrees to take full responsibility to ensure they adhere to the terms and conditions of this AGREEMENT. COMPANY is not responsible for USER'S or USER's SUBCONTRACTORS activities.
i. COMPANY reserves the right to reject any ENROLLED TAX RETURN received through a process that has not been approved by COMPANY.

8. COMPLETION OF TAX RETURN: USER shall use due diligence and shall take all precautions as reasonably expected to ensure that all ENROLLED TAX RETURNS are completed properly, accurately, timely and legally. USER must adhere to all IRS tax codes and to IRS Publication 1345 (Handbook for Electronic Filers) and all related supplemental publications and Circular 230. Any USER who prepares a fraudulent ENROLLED TAX RETURN or intentionally prepares an inaccurate ENROLLED TAX RETURN or "coaches" or encourages a taxpayer to do so, or prepares an ENROLLED TAX RETURN with gross indifference, or prepares a QUALIFYING TAX RETURN in a manner that is grossly inadequate under the circumstances shall constitute grounds for termination under Section 19 and shall relieve COMPANY of any obligation to provide COMPANY PROGRAM services with respect to that ENROLLED TAX RETURN. COMPANY reserves the right to reject any ENROLLED TAX RETURN received through a process that has not been approved by COMPANY.

9. PROGRAM FEES (Program Fee(s)): COMPANY will charge USER and USER agrees to pay a Program Fee for each ENROLLED TAX RETURN. COMPANY shall solely define the amount of the Program Fee charged for each ENROLLED TAX RETURN ("Program Fee") and communicate the Program Fee to USER within thirty (30) days advance notice of the application of the Program Fee. In the event USER elects to charge MEMBER additional fees in any way related to the COMPANY PROGRAM for USER'S services, USER understands it is fully responsible for such additional fees collected from MEMBERS and that COMPANY is responsible only for the COMPANY Program Fee. In the event both a federal and a state income tax return are filed for the same MEMBER for the same tax year, USER will be charged for only one (1) ENROLLED TAX RETURN for the MEMBER'S federal and state returns.

10. PAYMENT TO COMPANY:
Invoicing:

i. For electronically transmitted ENROLLED TAX RETURNS using an income tax preparation and transmission software provider (Transmitter) that has integrated reporting setup with COMPANY: The number of ENROLLED TAX RETURNS prepared and e-filed by USER shall be electronically reported to COMPANY by the USER'S Transmitter. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER'S Transmitter as follows:
    a. Bank Products: For ENROLLED TAX RETURNS where MEMBER has purchased a Bank Product which enables USER to have fees charged to MEMBER deducted from the MEMBER'S tax refund by the bank, USER shall instruct the bank to deduct the Program Fee from the MEMBER'S refund for each QUALIFYING TAX RETURN and the Program Fee will be paid to the Transmitter by the bank and remitted directly to COMPANY by the Transmitter and no remittance will be required from the USER.
    b. Non-Bank Products: USER shall be billed periodically but not less than monthly an amount equal to the Program Fee multiplied by the number of QUALIFYING TAX RETURNS without a bank product. USER agrees to pay the total amount owed to COMPANY as billed. Payment is due immediately upon receipt of invoice at the address

indicated on the invoice. Failure to pay within fifteen (15) days of invoice may result in immediate termination of this User Agreement. Unless otherwise indicated, all invoices will be e-mailed to USER at the address provided by USER.

ii. For electronically transmitted ENROLLED TAX RETURNS using a Transmitter that does not have integrated reporting setup with COMPANY: The number of ENROLLED TAX RETURNS prepared and e-filed by USER shall be reported to COMPANY by the USER periodically by providing reports from the IRS or from their Transmitter. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER.

iii. For paper ENROLLED TAX RETURNS: USER must fax or electronically send a list of all MEMBERS for all ENROLLED TAX RETURNS it manually prepares and mails to the IRS to COMPANY within fifteen (15) days of mailing the ENROLLED TAX RETURN, in a format acceptable to COMPANY. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER.

Payment:
USER is required to keep a valid payment method and all required bank billing account information on file with COMPANY for COMPANY'S use in collecting the periodic amount invoiced. USER authorizes COMPANY to automatically draft the invoiced amount from USER's bank account or credit card, provided by USER to COMPANY. This draft will be done periodically for all ENROLLED TAX RETURNS reported to COMPANY. COMPANY will provide the USER with advance notice before the debit and provide USER the opportunity to notify COMPANY of any discrepancies. USER hereby authorizes COMPANY to initiate electronic withdrawals (and deposits for refunds) to either the bank account or credit card account provided by USER. USER understands that adjusting and/or correcting entries may be made to this account to ensure an accurate and balanced accounting of all transactions. Failure to pay the Program Fees within fifteen (15) days of invoice may result in COMPANY'S refusal to provide COMPANY PROGRAM services to USER'S MEMBERS when service is requested; and termination of this USER AGREEMENT. If this USER AGREEMENT is terminated by COMPANY as a result of USER'S non-payment of Program Fees, USER is required to notify all taxpayers who received a COMPANY Program Membership Agreement, at USER'S expense, that MEMBERS will no longer have access to COMPANY PROGRAM services.

11. RESPONSE TO A REQUEST FOR SERVICE: COMPANY shall respond promptly to requests for service under the COMPANY PROGRAM made by MEMBERS. COMPANY will provide professional assistance to the MEMBER in a manner that COMPANY, in its sole discretion, determines appropriate to resolve the request for service. Services under this agreement specifically exclude any legal representation of the USER. Under the COMPANY'S Tax Preparation Guarantee Program, any reimbursement to MEMBER for any additional fees deemed payable under a Tax Guarantee will be paid in accordance with the Tax Preparation Guarantee Membership Program Agreement. COMPANY reserves the right to exclude the reimbursement provisions of the COMPANY PROGRAM in states that may not authorize the provision of this benefit. USER agrees to cooperate with COMPANY and provide all relevant MEMBER documents as requested.

12. EXCLUSIVE RELATIONSHIP: USER shall not provide, offer, or sell a competing product or service with the same or similar services as those provided within the COMPANY PROGRAM through any entity other than COMPANY in its offices where the COMPANY PROGRAM is being utilized pursuant to this Agreement. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interests of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

13. CONFIDENTIALITY: USER acknowledges that it will have access to and receive disclosure of certain confidential or proprietary information about COMPANY. Confidential Information shall include but not be limited to any and all information of a confidential or proprietary nature, whether written, oral, electronic (email or other electronic documentation) or other medium for storage of information, documents, names of Vendors, MEMBERS, clients, present and future products, price quotes, commission structures, and policies disclosed by COMPANY to USER, its employees, officers, directors, SUBCONTRACTORS, or representatives, during the term of this Agreement. USER shall protect and preserve the confidential and proprietary nature of all confidential information in its possession. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the USER from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

No party shall make any unauthorized disclosure of or use any personal information of individual consumers which it receives from the other party or on the other party's behalf other than to carry out the purpose for which such information is received, and each party shall comply, to the extent applicable, with requirements of the implementing of regulations of Title V of the Gramm-Leach-Bliley Act of 1999. Each party shall adopt and maintain a comprehensive privacy policy with respect to its handling of the personal information of individual consumers submitted by such consumers to that party. Each party shall comply in all respects with the provisions of such privacy policy.

COMPANY Privacy Policy. COMPANY maintains a Privacy Policy governing its collection, use, storage, and protection of personal information received from or about USERs, MEMBERS, and consumers in connection with this Agreement and the services provided hereunder. A current copy of COMPANY's Privacy Policy is available at https://www.taxprotectionplus.com/privacy-policy. USER may also request a copy by emailing COMPANY at **(**support@taxprotectionplus.com**)**. By executing this Agreement, USER acknowledges that it has been given the opportunity to review COMPANY's Privacy Policy prior to signing. COMPANY reserves the right to update its Privacy Policy from time to time; when possible, COMPANY will provide USER with reasonable advance notice of any material changes, and USER's continued performance under this Agreement following such notice shall constitute acceptance of the updated Privacy Policy.
This Section 13 shall survive termination of this Agreement.

14. DATA SECURITY REQUIREMENTS: USER acknowledges that in performing its obligations under this Agreement, USER will have access to and will handle sensitive personal and financial information belonging to MEMBERS, including but not limited to Social Security numbers, Individual Taxpayer Identification Numbers, dates of birth, financial account information, and identity verification documentation (collectively, "MEMBER Data"). In addition to USER's confidentiality and data handling obligations under Section 13 of this Agreement, USER agrees to implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to protect MEMBER Data against unauthorized access, use, disclosure, alteration, or destruction. At a minimum, USER's data security practices shall comply with: (a) The requirements of IRS Publication 4557 (Safeguarding Taxpayer Data), as updated from time to time by the IRS; (b) The applicable requirements of the Federal Trade Commission's Safeguards Rule under the Gramm-Leach-Bliley Act (16 C.F.R. Part 314), to the extent applicable to USER's operations; and (c) All applicable federal and state laws governing the protection of personal information, including any state data security or data protection laws applicable in the jurisdictions in which USER operates. USER shall ensure that access to MEMBER Data is limited to those of USER's employees, agents, and

SUBCONTRACTORS who have a legitimate need to access such data in connection with USER's obligations under this Agreement, and shall ensure that all such individuals are informed of and bound by confidentiality and data security obligations no less protective than those set forth in this Agreement and Section 13.

Incident Notification. USER shall notify COMPANY in writing within forty-eight (48) hours of USER becoming aware of any actual or reasonably suspected security incident, data breach, unauthorized access, or other event that has or may have resulted in the unauthorized access to, disclosure of, or acquisition of MEMBER Data or any other confidential information received from COMPANY ("Security Incident"). Such notification shall include, to the extent known at the time of notification: (a) A description of the nature of the Security Incident, including the categories and approximate number of individuals and records affected; (b) The date and time the Security Incident was discovered and, if known, the date and time the Security Incident occurred; (c) A description of the steps USER has taken or proposes to take to contain, investigate, and remediate the Security Incident; and (d) The name and contact information of the USER representative responsible for managing the Security Incident response.

USER shall provide COMPANY with updates regarding the Security Incident as additional information becomes available and shall cooperate fully with COMPANY in investigating the Security Incident, notifying affected MEMBERS and regulators as required by applicable law, and taking all reasonable steps to prevent recurrence. USER shall not make any public statement, press release, or regulatory filing regarding a Security Incident that references COMPANY or COMPANY's systems without COMPANY's prior written consent, except as required by applicable law.

Post-Incident Remediation. Following any Security Incident, USER shall, at its own expense: (a) take all steps reasonably necessary to remedy the vulnerability or condition that gave rise to the Security Incident; (b) cooperate with any forensic investigation conducted by or on behalf of COMPANY; and (c) provide COMPANY with a written remediation report within thirty (30) days of the conclusion of USER's investigation describing the root cause, impact, and corrective actions taken.

15. TRADE NAMES: USER recognizes the proprietary interest that COMPANY has in its corporate and trade names and USER represents and warrants that USER will not use COMPANY's corporate identity or any trademark or service mark of the other or any COMPANY Vendor, including any private label name used by COMPANY, without having received prior consent to do so. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

16. NON-DISPARAGEMENT: USER agrees that during the term of this Agreement and for a period of two (2) years following its termination or expiration, USER will not make, publish, or communicate to any person or entity, in any medium or format, any statement, comment, or communication that is disparaging, defamatory, or materially misleading with respect to the COMPANY, including but not limited to statements concerning the COMPANY's business practices, products, services, personnel, financial condition, or professional reputation. For purposes of this Agreement, "disparaging" means any statement that a reasonable person would consider harmful to the reputation or business interests of the subject party. The restrictions set forth in this Section shall not prohibit: (a) USER from making truthful statements in connection with any legal, regulatory, or governmental proceeding, including any proceeding before the IRS or any state taxing authority; (b) USER from making disclosures required by applicable law, rule, regulation, or court order; or (c) USER from providing honest reviews, feedback, or dispute notices to COMPANY through private channels as contemplated by this Agreement. USER specifically agrees not to make disparaging statements about COMPANY's programs, products, or services to MEMBERS, prospective clients, or other tax professionals, and not to discourage any MEMBER or prospective client from participating in any component of the COMPANY PROGRAM. In the event of a breach of this Section, the non-breaching party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity, it being acknowledged that monetary damages may be inadequate to remedy such a breach.

17. INDEMNIFICATION:

USER'S Indemnification Obligations. USER agrees to and shall defend, indemnify and hold COMPANY, and its officers, directors, members, partners, employees, contractors, consultants, agents, investors, and shareholders, harmless from and against any and all losses, claims, damages, liabilities, penalties, costs, counsel fees and other expenses of every nature whatsoever incurred or asserted against it/him/her, directly or indirectly, resulting from or arising out of or in any way related to or attributable to:

(i) Any inaccuracy of, or misstatement or omission with respect to, any representation or warranty made by USER in this Agreement;
(ii) Any breach by USER of any representation, warranty, covenant, agreement, or other obligation of USER made or incurred under or pursuant to this Agreement;
(iii) Any claim arising from USER's additional charges or mark-ups of USER'S fees related to COMPANY'S products/services;
(iv) The performance by USER'S subcontractors (and USER'S employees and other agents) concerning services/obligations of USER hereunder, including such subcontractors' (and USER'S employees and other agents) compliance with the obligations/covenants and limitations of USER hereunder;

COMPANY'S Indemnification Obligations. COMPANY agrees to and shall defend, indemnify and hold USER, and its officers, directors, members, partners, employees, contractors, consultants, agents, investors, and shareholders, harmless from and against any and all losses, claims, damages, liabilities, penalties, costs, counsel fees and other expenses of every nature whatsoever incurred or asserted against it/him/her, directly or indirectly, resulting from or arising out of or in any way related to or attributable to:

(i) Any inaccuracy of, or misstatement or omission with respect to, any representation or warranty made by COMPANY in this Agreement; or
(ii) Any breach by COMPANY of any representation, warranty, covenant, agreement, or other obligation of COMPANY made or incurred under or pursuant to this Agreement.

The above indemnification obligations of the respective parties shall pertain to both first party/direct claims and third-party claims. Additionally, concerning the respective parties' above-indemnification obligations, to the extent that it shall become necessary for either party to retain the services of an attorney to enforce same, or to retain an attorney concerning same, the prevailing party in any suit or other proceeding, in addition to all other rights and remedies under this Agreement or as provided by law or in equity, shall be entitled to reimbursement of its reasonable attorney's fees and costs of such suit or other proceeding by the non-prevailing party. This Section 17 shall survive termination of this Agreement.

18. LIMITATION OF LIABILITY:

Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any indirect, consequential, special, punitive, exemplary, or incidental damages of any kind, however caused and regardless of the theory of liability, arising out of or related to this Agreement, even if such party has been advised of the possibility of such damages. This limitation includes, without limitation, loss of revenue, loss of profits, loss of business, loss of data, or loss of goodwill.

Aggregate Liability Cap. Except for (a) a party's indemnification obligations under Section 17, (b) USER's obligations under Section 14 (Data Security and Breach Notification) arising from a Security Incident caused by USER's gross negligence or willful misconduct, and (c) either party's obligations arising from fraud or intentional misrepresentation, each party's total aggregate liability to the other party under or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Program Fees paid by USER to COMPANY during the twelve (12) month period immediately preceding the event giving rise to the claim.

Essential Basis. The parties acknowledge that the limitations of liability set forth in this Section reflect a reasonable allocation of risk between the parties and are an essential element of the basis of the bargain between the parties. COMPANY would not have entered into this Agreement without these limitations.
Exceptions. Nothing in this Section shall limit or exclude either party's liability for: (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot be limited or excluded under applicable law.
This Section 18 shall survive termination of this Agreement.

19. TERM AND TERMINATION: The initial term of this Agreement shall begin on the date USER executes this Agreement and, except as provided in this Section of the Agreement, shall continue for a period of one (1) year (the "Initial Term"), and shall be automatically renewed for one (1) year terms ("Renewal Terms") thereafter unless terminated by either party with at least thirty (30) days written notice to the other party prior to the applicable Renewal Term. Additionally, COMPANY may immediately terminate this Agreement "for cause" for any of the following reasons:

- **Breach of Agreement.** In the event of a breach of this Agreement by USER, COMPANY may give written notice of the breach and request corrective action. If USER has not either taken the requested action or begun a diligent prosecution thereof within fifteen days of receipt of the COMPANY's notification, then COMPANY may, at its option, send notice of termination. The notices described in this paragraph may be sent certified, registered or other verifiable mail or email to the terminated party at the addresses provided by USER.
- **Insolvency**. At COMPANY's option, and upon written notice of the exercise of the option, this Agreement terminates upon the voluntary or involuntary bankruptcy or insolvency of USER.
- **Fraud, etc.** The fraud, misrepresentation, misappropriation of funds, or willful misconduct of USER.
- **Other.** For any material breach by USER of any obligation under this Agreement not cured within the applicable notice and cure period.

Changes in Terms and Early Termination: COMPANY may unilaterally change, delete, or add any term to this Agreement upon thirty (30) days written notice to USER (the 30 day period being referred to hereinafter as the "30 Day Notice Period"), provided, however, that if such a change, deletion, or addition is not acceptable to USER, USER may terminate this Agreement upon ten (10) days written notice to COMPANY, which notice must be given prior to the end of the 30 Day Notice Period; otherwise, USER'S failure to provide written notice to COMPANY prior to the expiration of such applicable 30-Day Notice Period shall constitute USER'S acceptance of such applicable change, deletion or addition. The change, deletion, or addition made by COMPANY shall become effective immediately upon expiration of the applicable 30-Day Notice Period.

Effect of Termination: The termination of this Agreement shall not cause the termination of any other obligation which by its nature is a continuing obligation.

20. AUDIT RIGHTS: (a) Books and Records. COMPANY shall have a continuing right of access to the books and records maintained by USER related to validating the number of ENROLLED TAX RETURNS reported, billed and paid for under this USER AGREEMENT. USER shall, upon reasonable request, make such books and records available to COMPANY or its authorized representatives during normal business hours for review, inspection, examination, and reproduction, the costs of which shall be borne by COMPANY. Such review, inspection, examination, or reproduction shall be subject to applicable laws governing the privacy and confidentiality of consumer information. This Section 20 shall survive termination of this Agreement. (b) Operations Review. In addition to any other access or audit rights provided by this Agreement, COMPANY shall have the right, upon reasonable advance notice, to review the business operations of USER pertaining to validating the number of ENROLLED TAX RETURNS reported, billed and paid for under this USER AGREEMENT, the costs of which review shall be borne by COMPANY. Any such review shall be conducted expeditiously and with a minimum of interference with business operations. USER shall provide any information, documents or statistical data as may be reasonably requested by COMPANY for purposes of such review, provided that such information, documents or statistical data relate directly to USER's obligations under this Agreement and are readily available from records or computer programs existing at the time the review is conducted.

21. ARBITRATION: Any disputes or disagreements arising out of or relating to this Agreement, which cannot be settled by the parties on a mutually satisfactory basis, shall be submitted and settled by binding arbitration in the State of North Carolina. A single arbitrator shall be selected by agreement of the parties. If the parties cannot agree on an arbitrator, each party shall nominate one arbitrator, and the nominated arbitrators shall select a single additional arbitrator, all of whom shall then serve as the arbitration panel. The arbitration procedures shall be as directed by the arbitrator(s), or if the arbitrator(s) shall so decide, under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitration shall be instead of any civil litigation and that the arbitrator's decision and ruling shall be final and binding. Each party will bear one-half (1/2) of the cost of the arbitration filing and hearing fees and one-half (1/2) of the cost of the arbitrator(s). Any demand for arbitration must be filed within three (3) months of the date the claiming party knew or should have known of the facts giving rise to the claim. All disputes shall be resolved on an individual basis; class, collective, and representative proceedings are not permitted.

22. FORCE MAJEURE: Neither party shall be in default or liable to the other party for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, natural disasters, earthquakes, floods, fires, epidemics, pandemics, wars, acts of terrorism, civil unrest, strikes or labor disputes (other than those involving that party's own employees), actions or inactions of governmental authorities, changes in applicable law or regulation, or failures or outages of third-party systems or infrastructure, including but not limited to IRS electronic systems, the IRS e-Services platform, or internet or telecommunications infrastructure (each, a "Force Majeure Event"). A Force Majeure Event shall not excuse: (a) USER's obligation to pay Program Fees that have already accrued and are due and payable; (b) either party's confidentiality and data security obligations under this Agreement; or (c) any obligation that could have been performed through the exercise of reasonable alternative means available to the obligated party at the time of the Force Majeure Event.

23. NOTICES: All notices, requests, demands, approvals, consents, and other formal communications required or permitted under this Agreement ("Notices") shall be in writing and shall be deemed effectively delivered: (a) upon personal delivery to the receiving party; (b) one (1) business day after deposit with a nationally recognized overnight courier service, addressed to the receiving party with charges prepaid; (c) three (3) business days after deposit in the United States mail, sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the receiving party; (d) on the date sent by email if sent during normal business hours of the receiving party on a business day, or on the next business day if sent after normal business hours, provided that the sending party does not receive an automated notification of delivery failure; or on the date posted in the Company USER Portal located on the Company website if posted during normal business hours of the receiving party on a business day, or on the next business day if posted after normal business hours.

24. NO WAIVERS: No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy.

25. SEVERABILITY: If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions of this Agreement shall not be affected thereby and shall be enforceable without regard thereto.

26. CONTROLLING LAW: This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of North

Carolina. Any court proceeding not subject to arbitration shall take place in Forsyth County, North Carolina.

27. ASSIGNMENT: This Agreement and the obligations hereunder may not be assigned by USER except upon the prior written consent of COMPANY. COMPANY may assign this Agreement to any successor entity or affiliate without USER's consent, provided that the assignee assumes all of COMPANY's obligations hereunder.

28. ENTIRE UNDERSTANDING: This Agreement states the entire understanding between the parties with respect to the subject matter hereof, and supersedes all earlier and contemporaneous oral and written communications and agreements or promises made with respect to the same subject matter, and any other previous agreements, promises, or representations of any kind respecting the relationship between the parties hereto.

29. CONSENT TO ELECTRONIC COMMUNICATIONS: By agreeing to the terms of this Consent to Electronic Communications ("Consent"), USER consents to COMPANY and its respective subsidiaries, affiliates, agents, service providers, successors and assigns (collectively, "COMPANY") providing disclosures to USER, communicating and otherwise conducting business with USER electronically. USER is also agreeing to use electronic records and signatures throughout the course of the relationship. USER understands that USER's representative's electronic signature will be binding to the same extent as if USER signed on paper with an ink signature. This Consent applies concerning all documentation relating to USER's relationship with COMPANY, including documentation relating to the creation of USER'S account, USER'S use of COMPANY website, any agreement to which USER and COMPANY may be parties, and any services COMPANY provides in association with such use.

Communications. COMPANY may be required by law to give USER certain information "in writing" or electronically with USER's informed consent. USER agrees that COMPANY may electronically provide, send, disclose, or communicate to USER any such information and any other information relating to USER's relationship with COMPANY ("Communications"). Communications may include, without limitation, any agreement between USER and COMPANY; COMPANY's privacy policy; communications concerning the status and history of any transaction involving USER and COMPANY; and any other records, documents and further disclosures required by federal, state or local law or regulation. This includes, without limitation, disclosures given under the Electronic Fund Transfer Act; Fair Credit Reporting Act; and the Telephone Consumer Protection Act.

Methods of Communications. USER agrees that Communications that COMPANY sends electronically may be provided to USER by email (which may include attachments), on COMPANY's website, mobile application, and/or by text message (also, "SMS").

SMS Messaging Specific Terms. By providing a mobile phone number in connection with this Agreement, USER and each of USER's employees or representatives who provide a mobile phone number (each, an "Authorized Representative") are opting into COMPANY's SMS messaging service. USER and each Authorized Representative expressly consent to receive transactional and marketing text messages from COMPANY and/or COMPANY's third-party service providers, including text messages made with an autodialer, at the telephone number(s) provided. USER and each Authorized Representative acknowledge and agree that providing such phone number(s) constitutes express consent for COMPANY to contact USER and the applicable Authorized Representative at such number for all purposes, including, without limitation, COMPANY marketing additional and new products and services, and that such consent supersedes each "do not call list" that such phone number may be enrolled in, whether prior to or following the Effective Date. Messages may include, but are not limited to, updates, alerts, and information related to USER's account, as well as promotional messages and advertisements. Message frequency will vary and message and data rates may apply according to the applicable mobile carrier's plan.

Opt-Out and Support. USER and any Authorized Representative may revoke consent to receive promotional and marketing related SMS messages at any time by replying with the keyword STOP. Following receipt of a STOP message, COMPANY will send an SMS response confirming the unsubscription. After confirmation, the applicable phone number will no longer receive promotional and marketing related SMS messages from COMPANY. For assistance, text HELP for support or contact support@taxprotectionplus.com.

Authorized Representative Certification. USER represents and warrants that each mobile phone number provided in connection with this Agreement is either owned by USER or by an Authorized Representative, or that USER or the applicable Authorized Representative has obtained the mobile phone owner's permission to enroll the designated number in COMPANY's SMS messaging service.

Hardware and Software Requirements. To access, electronically sign and retain the Communications, USER will need: an Internet connection; a valid email address that USER has provided to COMPANY; a version of Edge, Chrome, Safari or Firefox that is currently supported by its publisher; a currently supported program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); a computer or mobile device with an operating system capable of supporting all of the above (the mobile device should also be capable of receiving text messages); and sufficient storage space to save past Communications or an installed printer to print them.

Updating Contact Information. COMPANY will rely on the contact information that USER provides to COMPANY. Whenever USER changes their email or mobile number, USER agrees to notify COMPANY via email at support@taxprotectionplus.com.

Paper Copies/Withdrawing Consent. COMPANY may always, in COMPANY'S sole discretion, provide USER with Communications on paper, even if USER has authorized electronic delivery. If USER would like a paper copy of a Communication COMPANY previously sent USER electronically, USER should contact COMPANY via email at support@taxprotectionplus.com within a reasonable period of time after the delivery of the electronic Communication. If USER would like to withdraw USER's consent to the use of electronic Communications USER may also contact COMPANY at such email address by clearly stating that USER is withdrawing USER's consent to electronic Communications. If USER withdraws USER's consent, USER will not be able to do business with COMPANY electronically, but the withdrawal will not affect any previously provided Communications or agreements. There is no cost to USER to receive paper copies of any Communications. COMPANY may need to verify USER's identity before honoring USER's revocation of consent and/or sending paper copies of any Communication to the physical United States address USER provides.

Statement of Consent

USER has read the information about the use of electronic records, disclosures, notices, and email, and consents to the use of electronic records for delivery in connection with USER's agreement to the USER AGREEMENT. USER has been able to view, download and print this USER AGREEMENT using a computer and software. USER has an account with an Internet service provider, and USER is able to send e-mail and receive e-mail with hyperlinks to websites and attached files. USER also consents to the use of electronic records and electronic signatures in connection with USER'S agreement to USER AGREEMENT with COMPANY in place of written documents and handwritten signatures.