$1 Million Tax Audit Defense Membership Program Agreement

Tax Protection Plus, LLC (referred to here as "**COMPANY**," "**We**," "**Us**," and "**Our**") will provide you membership in the Protection Plus **$1 Million Tax Audit Defense Membership Program** ("**Program**") subject to the terms and conditions herein (the "**Agreement**").

1. Definitions: The following definitions are applicable to the Agreement:

- **"Provider"** means the company through which **You** enroll into the **Program**, Cash App Taxes, Inc.
- **"Return"** means Your (i) Internal Revenue Service ("IRS") acknowledged federal tax return, or (ii) state acknowledged state tax return that meets the Eligibility requirements described in this Agreement.
- "**Membership**" means the **Provider's** acceptance of **Your** eligibility into the **Program**, and **Your** right to receive the Services of the **Program**, subject to the terms, conditions, exclusions, and responsibilities listed below.
- **"Negligence"** means **Your** failure to exercise the care or apply the effort to research IRS and/or state tax codes, instructions, and guidelines that a reasonably prudent person would exercise in the preparation of a tax return.
- **"You" or "Your"** means the individual listed on a **Return**, or individuals in the case of two people who are filing jointly.
- "**Party" or "Parties"** means either **You** or **COMPANY** individually, and **You** and **COMPANY** collectively.

2. Your Eligibility and Responsibilities:

2.1 Eligibility. You are eligible to receive the Services defined in this Agreement for a **Return** filed after January 1, 2025 if **Provider** files and transmits **Your Return** and **Provider** acknowledges that **You** meet its requirements for enrollment in the **Program**, with such eligibility requirements being stated in any other documentation or statements associated with the **Program**.

2.2 Your Responsibilities. In order for **COMPANY** to provide the **Services** to **You**, **You** agree to:

- Notify **COMPANY** within thirty (30) days after receiving any correspondence or notice from a taxing authority discussing an Inquiry.
- Maintain a copy of your "**Your Return**" and provide a copy of "**Your Return**" upon request.
- Contact the taxing authority (with the assistance of **COMPANY**) to request an extension of the deadline for responding to the taxing authority.
- Provide **COMPANY** with all assistance or documents as requested by the **COMPANY** that support the claims made on Your **Return**.

3**. Services We Provide.** If **Your Return** is audited, becomes the subject of an inquiry or noncriminal investigation by a taxing authority, a taxing authority denies any credits or deductions (unless specifically excluded herein), or if **You** receive a notice from a taxing authority related to identity theft or verification of **Your** identity (collectively and each, an "**Inquiry**") during the **Membership Term**, **We** will provide **You** 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, which is solely determined by **COMPANY** (the "**Services**"):

3.1 Case resolution specialist. **Your** case will be assigned to a specific Case Resolution Specialist ("CRS") who is appropriately qualified or credentialed and who will be primarily responsible for **Your** case. **You** authorize and approve the CRS to engage in any of the activities provided in this Section 3, and to otherwise act on **Your** behalf as necessary to resolve the inquiry in a manner that is appropriate under **Your** circumstances.

3.2 Consultation regarding taxing authority correspondence. The CRS will review correspondence **You** receive from a taxing authority and will consult with **You** about the issues raised by the taxing authority, including **Your** options for responding to the taxing authority. During this consultation, the CRS may identify the specific documentation that may be required to respond to the taxing authority and discuss the next steps, including any options that may be available to **You**.

3.3 Document review collection, and organization. As commercially reasonable, the CRS will identify documents that need to be collected and provided to the taxing authority. **You** may be required to gather documents such as receipts for specific expenses, bank records, medical records, mileage logs, school records, and other similar documents as applicable to the Inquiry. Once the materials have been gathered and provided to the CRS, the CRS will assist in organizing and formatting the documentation in a manner consistent with the requirements of the taxing authority and prepare a professional response portfolio that includes a detailed cover letter and properly formatted documentation. The CRS will review and discuss the professional response portfolio with **You** before it is sent to the taxing authority.

3.4 Written correspondence with taxing authorities. The CRS may draft letters and other written correspondence on **Your** behalf, as needed, to respond to inquiries or demands from a taxing authority. **You** will have an opportunity to review and approve such written correspondence submitted by the CRS on **Your** behalf. **You** are solely responsible for using due diligence to review any such written information. After **You** review and approve the form and content of the written correspondence, the CRS will send the correspondence to the taxing authority. In cases where the IRS or state tax authority requires a response directly from **You**, the CRS will assist in preparing the written correspondence for **You** and/or provide instructions and guidance necessary to enable **You** to properly respond to the taxing authority.

You authorize and appoint CRS to act on **Your** behalf as necessary to receive sufficient information from the taxing authority as part of an Inquiry. In some instances, the request for additional information or confirmation of information must come from **You**. In those instances, the CRS will consult with **You** and, when appropriate, draft the correspondence for **You** and provide instructions regarding how to communicate with the taxing authority. **You** agree to cooperate with the CRS in good faith and as reasonably necessary to obtain any additional information or as otherwise necessary to provide information to the taxing authority.

3.5 Conferences and Hearings with Taxing Authorities. In the event a taxing authority provides **You** an opportunity to attend an in-person or telephonic conference or hearing related to a **Return** covered under this Agreement, the CRS will attend the conference or hearing on **Your** behalf to act as **Your** advocate before the taxing authority. The CRS will attend the conference or hearing in-person or telephonically, whichever is appropriate. Legal representation in a federal or state tax court by a **COMPANY** appointed tax attorney may be provided when **COMPANY**, in its sole discretion, determines such legal representation is the most advisable option.

3.6 Assistance with Identity Theft. In the event **You** receive an Inquiry from a taxing authority related to verifying **Your** identity or suspected or actual identity theft, including Forms 4883C or Letter 5071C or a similar identity verification letter from a state taxing authority, the CRS will consult with **You** and review the process for restoring **Your** identity with the relevant taxing authorities. For example, the CRS will complete IRS form 14309 and send it to **You** for signature and submission to the IRS (this form cannot be submitted by a third party). In some instances, **You** must visit the nearest IRS office for an in person interview. In these instances, the CRS will consult with **You** so that **You** are prepared for the interview

and have the required documentation.

3.7 Tax debt relief. The CRS will take commercially reasonable steps to negotiate or otherwise settle **Your** inquiry with a tax authority for you to receive a tax debt relief option that is appropriate for **Your** circumstances. **You** authorize and approve CRS to act on your behalf in such a capacity. **You** must meet all guidelines for approval of the applicable debt relief and pay all associated governmental fees.

3.8 Disclaimer. The **Services** are subject to change, modification, or substitution at any time without notice to You.

4. Program Exclusions. We will not provide Services for Inquiries related to any of the following:

4.1 Pre-existing situation: **We** will not provide Services for any issues in connection with a **Return** which the IRS or state taxing authority has identified to **You** in writing prior to the date the **Return** became eligible for Services under the **Program**.

4.2 Non-resident **Returns** (form 1040NR or 1040NR-EZ).

4.3 **Returns** other than individual returns including, but not limited to, corporate, partnership, trust, estate, gift, and employment returns.

4.4 **Returns** in which **You** had knowledge of additional taxes owed as of the date **You** enrolled in the **Program**.

4.5 Returns prepared with **Negligence**, recklessness, intentional misrepresentation, or fraud.

4.6 Local, city, and county tax **Returns**.

4.7 **Returns** that have become subject to IRS or state criminal investigations.

4.8 Inquiries related to bartering income, canceled debt, estate, and gift tax.

4.9 Inquiries related to the following credits: Credit to Holders of Tax Credit Bonds (Form 8912), and Credit for Prior Year Minimum Tax (Form 8801).

4.10 When there is a lack of clarity from the IRS and/or state taxing authorities, we may not be able to provide complete assistance.

4.11 **Returns** filed after the relevant April filing deadline without an approved extension from the IRS or state taxing authority. **Returns** filed after the relevant October Extension deadline when an extension had been approved.

5. Term. The Agreement shall begin on **Your** enrollment in the **Program** and shall remain in effect during the periods described in Sections 5.1 - 5.2 and any extensions permitted under this Section, unless terminated in accordance with the Agreement ("**Membership Term**").

5.1. If **Provider** successfully e-filed **Your Return**, **We** will provide **Services** to **You** beginning on the date **Your Return** is transmitted to and accepted by the relevant taxing authorities and ending on the date one (1) year after the later of: (i) the relevant taxing authority's April filing deadline for that particular **Return** or (ii) the date You e-filed.

5.2. Membership Term Extension. Subject to the continued availability of the **Program** by Provider: (a) if **Your Returns** from two consecutive tax years are successfully enrolled into the **Program**, the **Membership Term** for **Your** earlier eligible **Return** will extend for one (1) additional year, for a total of two (2) years; and (b) if Your **Returns** from three consecutive tax years are successfully enrolled into the

Program, the **Membership Term** for **Your** earliest **Return** will extend again one (1) more year, to a total of three (3) years, and the term for **Your** next earliest **Return** will extend for one (1) additional year, to a total of two (2) years. The maximum **Membership Term** for any particular **Return** is three (3) years.

5.3. Membership Cannot Be Combined. Unless otherwise stated by **Provider**, in writing, **Your Membership** and **Your Membership Term** cannot be combined with any other membership or enrollment **You** may have with **Provider** for services similar to the **Program**.

6. Provider's Obligations: Our ability to perform the **Services** is contingent on **Provider's** ability to meet certain obligations. **You** understand that if **Provider** does not perform such obligations, **We** may not be able to and are under no obligation to provide the **Services** to **You**.

7. Cancellation: If, for any reason, **You** are not satisfied with the **Program** and wish to terminate **Your Membership**, **You** may cancel **Your** Membership by notifying **Us** in writing or by telephoning a **Program** representative using the contact information below. **Your** Membership Term shall terminate on the date that **We** receive written notice of cancellation.

8. Member Representations and Acknowledgements: In return for the **Services** available under the **Program**, **You** expressly represent and acknowledge that:

8.1 **You** have read this **Agreement** carefully and understand the **Program**.

8.2 **You** have had an opportunity to consult with your tax or legal advisor, as applicable, prior to agreeing to this **Agreement**.

8.3 **You** may cancel **Your M**embership at any time before the end of the Membership Term.

8.4 Membership in the **Program** and the Services are not assignable without the express written consent of **COMPANY**. **You** will only use **Your** M**embership** for **Your** personal benefit. Violation of this paragraph 8.3 will result in immediate termination of Your **Membership**.

8.5 **Provider** is a separate company, and **We** are in no way responsible for anything **Provider** has done for or promised to **You**.

8.6 **The Program** is not insurance.

8.7 **You** are solely responsible for any and all information **You have furnished to Provider, Us, CRS, or any other party identified in this Agreement. You shall use due diligence and shall take all precautions as reasonably expected to ensure that Your information, including any tax returns, are completed properly, accurately, timely, and legally.**

8.8 You are authorized to provide the information you have submitted to Us, Provider, or any other party identified in this Agreement.

8.9 You have provided correct, accurate, and complete information to any party identified in this Agreement, including to the **Provider.**

8.10 **You** or **Your** representative prepared the **Return** without negligence, recklessness, intentional misrepresentation, or fraud.

8.11 **We** may share any information **You** provide **Us** with **Provider**.

9. Disclaimers: YOU HAVE THE FINAL RESPONSIBILITY FOR THE ACCURACY OF EACH ITEM ON THE RETURNS, AS WELL AS, THE OVERALL CORRECTNESS OF THE RETURNS. WE DO NOT AUDIT OR OTHERWISE VERIFY THE INFORMATION THAT IS IN YOUR TAX RETURNS OR TAX RELATED DOCUMENTS SUBMITTED TO TAX AUTHORITIES. IF SUCH DOCUMENTS CONTAIN ERRORS, THERE MAY BE AN

ASSESSMENT OF ADDITIONAL TAX PLUS INTEREST AND PENALTIES.

YOU ACKNOWLEDGE THAT **WE** ARE NOT LIABLE FOR ANY LOSS DUE TO ANY FINANCIAL OR PERSONAL DECISION YOU TAKE RELATED TO YOUR USE OF THE **PROGRAM**, ANY LOSS DUE TO INACCURATE INFORMATION THAT WE RECEIVE FROM YOU OR ANY THIRD PARTY RELATED TO YOUR USE OF OUR SERVICES, ANY DELAY IN SUBMITTING INFORMATION TO A TAX AUTHORITY.

SUBJECT TO ANY GUARANTEE WE PROVIDE IN WRITING OR APPLICABLE LAW WE ASSUME NO LIABILITY FOR ANY ADDITIONAL TAX, PENALTIES OR OTHER ASSESSMENTS. YOU ACKNOWLEDGE THAT ANY UNDERSTATED TAX, AND ANY PENALTY, INTEREST OR OTHER RELATED FEE OR COST IMPOSED BY ANY TAX AUTHORITY ARE YOUR RESPONSIBILITY, AND THAT WE HAVE NO RESPONSIBILITY IN THAT REGARD. THIS SERVICE DOES NOT INCLUDE PROVIDING LEGAL ADVICE OR DIRECT REPRESENTATION UNLESS EXPRESSLY PROVIDED IN WRITING

FAILURE TO COMPLY WITH **OUR** PROCEDURE AND STRATEGY RECOMMENDATIONS MAY RESULT IN AN UNFAVORABLE IRS AND/OR STATE (IF APPLICABLE) RULING. 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 TO **YOUR** DETRIMENT. IN EITHER CASE, **WE** WILL NOT BE HELD RESPONSIBLE FOR THE OUTCOME AND RESERVES THE RIGHT TO CEASE PROVIDING SERVICES WHEN REASONABLY WARRANTED.

10. Disclaimer of Warranties: We are not a **Tax Preparer**, or a direct provider of the tax services provided to **You** other than the **Program**. ACCORDINGLY, **WE** GIVE 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 YOU FROM A **PROVIDER**. **YOU** ACKNOWLEDGE THAT **YOU** ARE NOT RELYING ON **OUR** SKILL OR JUDGMENT IN SELECTING THE SERVICES PROVIDED TO **YOU** BY THE **PROVIDER**. The Services, in whole or in part, are provided “As Is.” In the event any product or service (other than the **Program**) purchased or received by **You** from a **Provider** is canceled, modified, defective, or otherwise unsatisfactory to **You**, **You** will look solely to the provider, seller, merchant, or manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

11. General Release: Except in cases of **Our** gross negligence or willful misconduct, or if **We** break the law, **You** hereby forever release, acquit and discharge **Us** and **Our** employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that **You** or **Your** legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the **Program**. The sole recourse available to **You** or **Your** legal representative(s) against **Us** shall be cancellation of the **Program** membership as provided in Section 7.

12. Limitation of Liability.

NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF INFORMATION OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE Greater of the AMOUNT YOU HAVE PAID OR ARE PAYABLE BY YOU TO COMPANY FOR USE OF THE SERVICES over the prior 12 months; OR ONE HUNDRED DOLLARS ($100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO COMPANY, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

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 address **You** provided **Us.**

14. 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, or otherwise, 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.

15. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors and permitted assigns.

16. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.

17. Headings: The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

18. Waiver of Breach: Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

Tax Protection Plus Through the American Advantage Association
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