

APPLICATION AND AGREEMENT – SPA (ACTUAL SIGNATURE)

Information About Business

Legal Name of Business:	
Type of Business: ERO Single Office <input type="checkbox"/> ERO Multiple Office <input type="checkbox"/>	Prior Year Bank:
Address:	Suite/Floor:
City:	State:
Zip:	Business Phone:
Federal Taxpayer ID:	Business Email:
Electronic Filing Identification Number (EFIN):	Years in Business:
Business's Bank:	Tax Software Provider:
Bank RTN:	RTs filed in Prior Year:
Bank Account Number:	RTs funded in Prior Year:
Name on Bank Account:	Checking Account <input type="checkbox"/> Savings Account <input type="checkbox"/>

Information About Primary Owner

Owner's Name:	Date of Birth:	SSN:
Address:		
City:	State:	Zip:
Personal Email:		
Mobile Phone:		

SPA Information

SPA Advance Requested:
SPA Advance for (check one): <input type="checkbox"/> one year of software fees or <input type="checkbox"/> two years of software fees

Execution of Agreement

The business set forth above (together with its successors and assigns, "Seller") hereby applies to **Green Dot Bank**, a Utah state-chartered bank (together with its successors and assigns, "Buyer"), for a Software Purchase Assistance Advance ("SPA") as described in this Application and Agreement – SPA (together with any subsequent amendments, this "Agreement"). If Seller is approved by Buyer to receive a SPA, this Agreement will be legally binding upon Seller, and Seller and Buyer will be subject to all of the Terms and Conditions of SPA set forth herein, including Section 7.5 Governing Law and Consent to Jurisdiction, 7.9 Arbitration, Section 7.10 Waiver of Jury Trial and Section 7.11 Class Action Waiver.

By signing below, Seller and its primary owner certify that all information submitted in connection with this Agreement is true, correct and complete. The person executing this Agreement on behalf of Seller represents and warrants that he/she is authorized to bind Seller to this Agreement. Approval of the SPA and the advance of SPA proceeds by Buyer to Seller will be deemed acceptance of this Agreement by Buyer and the Agreement will become effective on the date in which Buyer transmits the advance of the SPA proceeds to Seller.

Signatures

Business Name: _____ Signature X _____ Name: _____ Title: _____	Primary Owner's Signature: X _____ Name: _____ Date: _____
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TERMS AND CONDITIONS OF SPA

1. TAX PREPARATION AND REFUND PROCESSING

Section 1.1 SPA. A SPA is an unsecured factoring arrangement in an amount between \$500.00 and \$3,101.00 made pursuant to this Agreement in which Buyer agrees to purchase from time to time, certain fees that Seller earns from its customers for the preparation of tax returns that Seller will prepare and file in calendar year 2026 using Santa Barbara Tax Products Group, LLC ("SBTPG") as its refund transfer processor (the "Future Fees"). The amount of Future Fees Buyer agrees to purchase under the terms of this Agreement shall equal the amount advanced by Buyer to Seller under this Agreement and shall not exceed the maximum amount requested above. The SPA is a business factoring arrangement made to Seller to purchase software from the Tax Software Provider shown above for use in Seller's tax preparation business and its activity as an electronic return originator (an "ERO"). There is no fee for a SPA. The SPA has no delinquency charges, NSF fees or collection fees. SBTPG, an affiliate of Buyer, will pay Buyer a fee for making the SPA to Seller, but no fee is due from Seller.

Section 1.2 Amount and Disbursement of Proceeds. The amount of Seller's SPA ("Amount") is the amount approved and funded by Buyer. Buyer will notify Seller by email if its application is approved and the Amount of the SPA. Seller hereby irrevocably instructs Buyer to disburse the proceeds of the approved SPA directly to Seller's Tax Software Provider shown above.

Section 1.3 Nonrecourse Sale Of Payment Rights. Seller represents and warrants that it is selling the Future Fees to Buyer in Seller's normal course of business and the purchase price paid by Buyer is good and valuable consideration for the sale. Seller is selling a portion of a future revenue stream to Buyer at a discount, not borrowing money from Buyer. There is no interest rate or payment schedule and no time period during which the purchased amount of Future Fees must be collected by Buyer. If Future Fees are remitted more slowly than Buyer may have anticipated or projected because Seller's business has slowed down, or if the full purchased amount is never remitted because Seller's business went bankrupt or otherwise ceased operations in the ordinary course of business, and Seller has not breached this Agreement, Seller would not owe anything to Buyer and would not be in breach of or default under this Agreement. Buyer is buying the purchased amount of Future Fees knowing the risks that Seller's business may slow down or fail, and Buyer assumes these risks based on Seller's representations, warranties and covenants in this Agreement, which are designed to give Buyer a reasonable and fair opportunity to receive the benefit of its bargain. By this Agreement, Seller transfers to Buyer full and complete ownership of the purchased amount of Future Fees and Seller retains no legal or equitable interest therein

2. TERM. The term of this Agreement ("Term") commences upon the earlier of (i) the date of execution of this Agreement, or (ii) Buyer's disbursement of the Amount, and continues until the earlier of (i) the date Buyer has received repayment of the full Amount, (ii) the date this Agreement is terminated by agreement of the parties or (iii) the date Buyer unilaterally terminates this Agreement because of a Breach by Seller.

3. ENROLLMENT IN SBTPG PROGRAM. Seller agrees that it has or will enter into a SBTPG Financial Service Agreement ("Financial Service Agreement") and participate in SBTPG's bank products program (the "Program"), and will use SBTPG as its exclusive refund transfer processor for the 2026 tax season (in which tax returns for 2025 are filed). Pursuant to the Program, a taxpayer may choose to have tax preparation fees deducted from their tax refund via a refund processing service offered by SBTPG and paid by SBTPG directly to the Seller. Seller hereby irrevocable authorizes and directs SBTPG to (i) notify Buyer that Seller is participating in the Program and (ii) on behalf of Seller, remit tax preparation fees otherwise payable by SBTPG to Seller directly to Buyer until the Amount of the SPA is repaid in full.

4. LIMITATION OF LIABILITY FOR SBTPG. Seller agrees that Buyer is not responsible or liable for any action taken by SBTPG that is not contemplated or authorized in this Agreement or the Financial Services Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Seller and its primary owner hereby represent, warrant and covenant that, as of the date of this Agreement and until Buyer has received the Amount in full:

Section 5.1 Seller's Conduct. Seller will use the proceeds of its SPA to purchase software for its business as an ERO and tax return preparer, and not for personal, family or household purposes. Seller will not sell, dispose, convey or otherwise transfer its business, or all or any substantial portion of its assets, in each case, without repaying the Amount and satisfying in full all its obligations under this Agreement. Seller will not commit fraud.

Section 5.2 Registration as ERO. Seller is registered with the IRS as an ERO and has been issued an EFIN by the IRS.

Section 5.3 Business Information. The information provided by or on behalf of Seller or its primary owners to Buyer in connection with the execution of this

Agreement is and will be true and correct in all material respects. Seller and its primary owner agree to provide Buyer with such other information as Buyer may request from time to time.

Section 5.4 Reliance on Information. Seller and its primary owner acknowledge that the information provided by Seller and its primary owner has been relied upon by Buyer in connection with its decision to make the SPA.

Section 5.5 Governmental Approvals. Seller possesses and is in compliance with all permits, licenses, approvals, consents and other authorizations necessary to conduct its business. Seller is in compliance with any and all applicable federal, state and local laws and regulations. Seller possesses all requisite permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged.

Section 5.6 Authorization. Seller, and the person entering into this Agreement on behalf of Seller, have full power and authority to enter into and perform the obligations under this Agreement, all of which have been duly authorized by all necessary and proper action by the Seller.

Section 5.7 Change of Name, Location, Etc. Seller will not conduct its business under any name other than as stated above. In addition, Seller will not change any of its places of business, or change its legal name, entity type or state of formation, unless it has provided Buyer with prior notice thereof.

Section 5.8 Conduct of Business. Seller will continue to conduct its business consistent with past practice and, to the extent applicable, will comply with all of the terms and conditions of its Financial Services Agreement. Seller represents that it has not consulted with a bankruptcy attorney within six (6) months prior to the date of this Agreement, and that it has no present intention of closing its business or ceasing to operate its business, either permanently or temporarily, during the six (6) month period after the date of this Agreement.

REMEDIES, OFFSETS AND DIRECTED PAYMENTS. In the event of (a) any breach or default in the performance by Seller or its primary owner of any covenant or agreement contained in this Agreement or in any certificate, document and/or agreement delivered by or on behalf of Seller or its primary owner pursuant to this Agreement (collectively, the "Transaction Documents"), or (b) any breach or inaccuracy of any representation or warranty made by Seller or its primary owner in any Transaction Document (any of the foregoing, a "Breach"), Seller and its primary owner agree that Buyer will be entitled to, among other things, damages equal to the Indemnified Amounts (as hereinafter defined). **Additionally, in the event of any breach described above, Seller hereby authorizes Buyer to ACH debit the full Amount from Seller's bank account shown above on any date after such breach.**

6.

Seller directs SBTPG to pay Buyer the amount owing hereunder and Buyer may demand payment directly from SBTPG for amounts owing by Seller to Buyer hereunder. Seller hereby agrees that if it has breached this Agreement, Buyer may offset such amounts against any amounts owed to Buyer or SBTPG by Seller, whether under this Agreement or, as applicable, under the Financial Services Agreement.

If Buyer or its affiliate owes Seller any amounts whatsoever and Seller owes any amount to a 3rd party refund transfer provider ("Seller 3rd Party Receivable"), then Seller authorizes and directs Buyer and any of its affiliates, after verifying the debt using commercially reasonable standards, to remit payment of same to such 3rd party refund transfer provider not to exceed the amount of the Seller 3rd Party Receivable and offset such payment against any amounts owing by Buyer or its affiliate to Seller.

7. MISCELLANEOUS

Section 7.1 Modifications; Amendments. No modification, amendment, or waiver of any provision of this Agreement will be effective unless the same is in writing signed by both parties or agreed to via email and acknowledged by the other party.

Section 7.2 Notices. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement will give such Notice in writing by personal delivery, registered or certified U.S. Mail or nationally recognized overnight courier, or by email with conformation of transmission. Any Notice sent to Seller will be sent to the address or email address set forth on Page 1 of this Agreement. Any Notice sent to Buyer will be sent to **Green Dot Bank, 4675 Cornell Road, Suite 280, Cincinnati, OH 45241, Attention: Program Operations Department** or via email to legalnotices@greendotcorp.com. Any party changing its address or email address after the execution and delivery of this Agreement will provide Notice of the change of address or email address to the other party. A Notice is effective only if the party giving the Notice has complied with this Section 7.2.

Section 7.3 Waiver; Remedies. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity. Seller

and its primary owner hereby waive any requirement of Notice prior to Buyer exercising any and all rights provided for in this Agreement except as expressly provided herein or applicable law.

Section 7.4 **Binding Effect; Assignment.** This Agreement will be binding upon and inure to the benefit of Seller, its primary owner and Buyer, and their respective successors and assigns. Seller and its primary owner may not assign its rights hereunder or any interest herein or delegate its duties hereunder without the prior written consent of Buyer, which consent may be withheld in the Buyer's sole discretion. Buyer may assign this Agreement or any of its rights hereunder, and may delegate its duties hereunder, without the consent of Seller, and in the event of such assignment, the assignee will have the same rights, duties, remedies and obligations as if originally named herein in Buyer's place. In addition, Buyer may sell participations in the SPA and this Agreement to affiliates or third parties without the consent of Seller.

Section 7.5 **Governing Law and Consent to Jurisdiction.** Unless otherwise expressly provided in any Transaction Document, this Agreement and each other Transaction Documents, and all controversies, disputes and claims arising from or relating thereto, including all claims sounding in contract or tort, will be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules. The scope of the foregoing governing law provision is intended to be all-encompassing and includes any and all controversies, claims and disputes that may be brought in any court or any mediation or arbitration proceeding and that relate to the subject matter of any Transaction Document, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims.

With respect to any Transaction Document or any controversy, dispute or claim arising from or relating thereto, including all claims sounding in contract or tort, all judicial proceedings brought by Buyer against Seller or its primary owner may, and all judicial proceedings brought by Seller or the primary owner against Buyer that are not otherwise compelled to arbitration proceedings pursuant to Section 7.9 hereof will be brought in any state court of competent jurisdiction in the State of Texas, or in any federal court of competent jurisdiction in the State of Texas, and, by execution and delivery of this Agreement, Seller and its primary owner accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final, non-appealable judgment rendered thereby in connection with any Transaction Document or any controversy, dispute or claim arising from or relating thereto from which no appeal has been taken or is available.

Seller and its primary owner hereby waive any claim that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions of which this Agreement is a part may not be enforced in or by any of the above-named courts.

Section 7.6 **Indemnified Amounts.** In the event of a Breach, Seller and its primary owner, jointly and severally, hereby agree to indemnify, protect, defend, and hold harmless Buyer, its affiliates and their respective directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions, and suits of whatsoever kind and nature imposed on, incurred by or asserted against an Indemnified Party, in any way relating to or growing out of such Breach (collectively, "Indemnified Amounts"), including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Buyer's rights and remedies hereunder and/or the collection of amounts due to Buyer hereunder, including attorneys' fees and costs in any trial court or appellate court proceeding, any administrative proceeding, any arbitration or mediation, or any negotiations or consultations in connection with any Breach.

Section 7.7 **Survival Provisions.** The representations, warranties, covenants and agreements contained in Sections 1.2, 1.3, 1.4, 3, 4, 6, 7.3, 7.5, 7.6, 7.7, 7.9, 7.10, 7.11 and 7.12 will survive termination of this Agreement, and they will continue in full force and effect indefinitely. All other representations, warranties, covenants and agreements herein will survive the execution and delivery of this Agreement and will continue in full force and effect until Buyer has received the Amount and all other amounts due under this Agreement.

Section 7.8 **Entire Agreement.** This Agreement contains the entire agreement and understanding between Buyer, Seller and its primary owner, and supersedes all prior agreements and understandings relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein.

Section 7.9 **ARBITRATION.** IF BUYER, SELLER OR ITS PRIMARY OWNER REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ITS PRIMARY OWNER SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO THE OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF BUYER, SELLER OR ITS PRIMARY OWNER DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, THEN BUYER, SELLER OR ITS PRIMARY OWNER MAY COMMENCE AN

ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). BUYER, SELLER AND ITS PRIMARY OWNER ACKNOWLEDGE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER AND ITS PRIMARY OWNER MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ITS PRIMARY OWNER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE WILL BE NULL AND VOID.

SELLER AND ITS PRIMARY OWNER MAY OPT OUT OF THIS CLAUSE. TO OPT OUT OF THIS ARBITRATION CLAUSE, SELLER AND/OR ITS PRIMARY OWNER MAY SEND BUYER A NOTICE THAT THE SELLER OR ITS PRIMARY OWNER DOES NOT WANT THIS CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND/OR ITS PRIMARY OWNER MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT: SANTA BARBARA TAX PRODUCTS GROUP, LLC, 4675 CORNELL ROAD, SUITE 280, CINCINNATI OH 45241, ATTENTION: LEGAL.

Section 7.10 **WAIVER OF JURY TRIAL.** BUYER, SELLER AND ITS PRIMARY OWNER HEREBY WAIVE TRIAL BY JURY IN ANY COURT PRESIDING OVER ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ENFORCEMENT HEREOF, UNLESS SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. BUYER, SELLER AND ITS PRIMARY OWNER HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS. BUYER, SELLER AND ITS PRIMARY OWNER HAVE BEEN GIVEN AMPLE TIME AND OPPORTUNITY TO SEEK ADVICE OF COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.

Section 7.11 **CLASS ACTION WAIVER.** BUYER, SELLER AND ITS PRIMARY OWNER ACKNOWLEDGE AND AGREE THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE AMONG THEM ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS AND EACH HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR A COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANY OTHER, THE PARTIES AGREE THAT: THE PREVAILING PARTY WILL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION.

Section 7.12 **Severability.** Except as provided in Section 7.9, in the event that any term, section, subsection, or portion of this Agreement is declared to be illegal or unenforceable, this Agreement will, to the extent possible, be interpreted as if that provision was not a part of this Agreement; it being the intent of the parties that any illegal or unenforceable portion of this Agreement, to the extent possible, be severable from this Agreement as a whole.

Section 7.13 **Cell Phone, E-Mail and Electronic Transactions.** Seller and its primary owner authorize Buyer and Buyer's affiliates, agents and independent contractors to contact Seller or its primary owner in connection with this Agreement at any telephone number Seller or its primary owner provides to Buyer or from which Seller or primary owner places a call to Buyer, or any telephone number where Buyer believes it may reach Seller or its primary owner, using any means of communication, including, but not limited to, calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if Seller or its primary owner incurs charges for receiving such communications. Buyer and Buyer's affiliates, agents and independent contractors, may use any other medium not prohibited by law, including, but not limited to, mail, email and facsimile, to contact Seller or its primary owner. Seller and its primary owner expressly consent to conduct business by electronic means.

Section 7.14 **Electronic Documents and Execution.** Seller and its primary owner agree to use electronic records and may use actual or electronic signatures (e.g. DocuSign), to enter into this Agreement. Seller's and its primary owner's electronic

signatures on electronic records will have the same effect as actual signatures on paper documents. Buyer may designate one authoritative copy of this Agreement. If Buyer does so, the authoritative copy will be the electronic copy in a document management system Buyer designates for storing authoritative copies of this Agreement. Buyer may also convert the authoritative copy to a paper original, designating it as such.

Section 7.15 Counterparts: Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed an original,

but all of which together will constitute one and the same instrument. Executed signature pages or copies of this Agreement transmitted by facsimile, e-mail, or other means of electronic delivery will be legally valid and binding upon the parties.