REFUNDO 2027
SOFTWARE PURCHASE AGREEMENT,
PROMISSORY NOTE AND SECURITY AGREEMENT

AMOUNT: $_____ **DATE:** _____

FOR VALUE RECEIVED, _____, with an address at _____ (hereinafter referred to as the "ERO" or "Borrower"), promises to pay on or before February 26, 2027 (the "Maturity Date"), to the order of Refundo, Inc. ("Refundo"), a Delaware Corporation, at its principal office located at 78 John Miller Way, Ste 202, Kearny NJ 07032, the principal sum of $_____ (the "Amount"). All sums borrowed are payable in lawful money of the United States.

Borrower is an Electronic Return Originator (ERO) registered with Refundo to offer Refundo's products including its Refund Transfer ("RT") product.

Borrower desires to borrow the Amount stated in this Note and repay, on a rolling basis, all principal advanced from tax preparation fees that taxpayers direct Refundo to pay to Borrower.

Borrower and Refundo agree as follows:

That principal advance under this Note shall be made as follows:

Upon acceptance and execution of this Note, Refundo will pay to Advanced Tax Solutions, LLC ("ATS"), the Amount borrowed as payment, in full or part, for tax preparation software purchased by Borrower. ATS shall grant Borrower an exclusive license to use the tax preparation software purchased under this agreement. Beginning upon funding of RTs by the Internal Revenue Service and states, Refundo will withhold 100% of the tax preparation fee payments from the RT due to Borrower received per day to repay the principal amount advanced. Once the Amount is paid in full, all tax preparation fees due to Borrower will be paid to Borrower.

So long as all principal sums outstanding are paid on or before the Maturity Date, the principal shall not bear interest. However, if there is any balance of the Amount outstanding on the day following the Maturity Date, then such balance shall bear interest per annum at the rate of 6%. Interest shall be computed based on a year of 360 days and charged for the actual number of days elapsed. The charging or collection of any such interest shall not be deemed a waiver of Refundo's rights arising thereby or hereunder or under any other agreement between Borrower and Refundo, including the right to declare an Event of Default.

Borrower may prepay this Note, prior to the Maturity Date in whole or in part at any time without premium or penalty therefore.

Borrower may terminate this Note by notifying both Refundo and ATS in writing prior to January 1, 2027, and paying all associated administrative, setup, shipping, handling, and other costs expended by Refundo, not to exceed $200.00.

In consideration of the loan evidenced by this Note from Refundo to Borrower, Borrower covenants and agrees to process all RTs through Refundo for the 2026 tax year filed in 2027. Further, Borrower authorizes Refundo to withhold all tax preparation fees due to Borrower in order to repay the amount due under this Note as described above.

Security Agreement. To secure the payment and performance of all obligations under this Note, Borrower grants to Refundo a security interest in the collateral (the "Collateral") described as follows: (a) the tax compliance software license purchased with the proceeds of this note, (b) all Accounts, Inventory, Equipment, General Intangibles, and

Investment Property as defined in the Uniform Commercial Code as adopted in New Jersey; (c) all instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, promissory notes, contracts, agreements, contract rights or other property, owned by Borrower or in which Borrower has an interest, including but not limited to, those which are now or hereafter in the possession or control of Refundo, including, but not limited to, all amounts for tax preparation fees, rebates or other payment held by Refundo and due from Refundo to Borrower resulting from tax products processed by Refundo, or in transit by mail or carrier to or in the possession of any third party acting on behalf of Refundo, without regard to whether Refundo received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Refundo had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Refundo, and any deposit accounts of Debtor with Refundo; (d) all assets and personal property now owned or hereafter acquired; and (e) all now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, general intangibles, supporting obligations, and software, wherever any of the foregoing is located. Borrower agrees to perform all acts necessary for Refundo to perfect, preserve and maintain all rights and priorities in the collateral.

This Authorization will remain in force and effect until Refundo has received written notification from Borrower of its termination in such time and manner as to afford Refundo a reasonable opportunity to act on it.

Failure of the holder of this Note to exercise any of its rights and remedies shall not constitute a waiver of the right to exercise the same at that or any other time. All rights and remedies of the holder hereof for default hereunder shall be cumulative to the greatest extent permitted by law. Time shall be of the essence in the payment of all payments of interest and principal on this Note and the performance of Borrower's other obligations hereunder.

If there is any default under this Note and this Note is placed in the hands of an attorney for collection or is collected through any suit, including any bankruptcy court, Borrower promises to pay to the holder hereof its reasonable attorneys' fees and court costs incurred in collecting or attempting to collect, or securing or attempting to secure, this Note, or enforcing or attempting to enforce the holder's rights in any collateral securing this Note to the extent allowed by law.

This Note shall be governed and construed in accordance with the laws of the State of New Jersey.

Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest, and nonpayment, and further waives all exemptions to which it may now or hereafter be entitled, and further agrees that the holder hereof may have the right without notice to deal in any way, at any time, with Borrower and to grant Borrower any extension of time for payment of this Note or any other indulgence or forbearance whatsoever, and may release any guarantors of this Note from liability for payment hereof, without in any way affecting the liability of Borrower hereunder or any guarantor hereof and without waiving any rights which the holder of this Note may have hereunder or by virtue of the laws of the State of New Jersey or any other state or of the United States.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE LOANS EVIDENCED HEREBY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY, WHETHER HAVING OCCURRED PRIOR TO THE DATE HEREOF OR WHILE ANY OF THE LOANS, OR ANY PART THEREOF, REMAINS OUTSTANDING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR REFUNDO MAKING THE LOANS EVIDENCED HEREBY. BY CAUSING ITS AUTHORIZED OFFICER TO INITIAL THIS PARAGRAPH IN THE MARGIN, BORROWER ACKNOWLEDGES THAT THIS WAIVER HAS BEEN GRANTED AFTER CONSULTATION WITH ITS LEGAL ADVISOR AND THAT IT UNDERSTANDS THE MEANING OF THIS WAIVER.