

APPLICATION AND AGREEMENT – SPA LOAN (ACTUAL SIGNATURE)

Information About Business

Legal Name of Business:	
Type of Business: ERO Single Office <input type="checkbox"/> ERO Multiple Office <input type="checkbox"/>	
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 Loan Information

SPA Loan Amount Requested:
SPA Loan Amount 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, "Borrower") hereby applies to **Green Dot Bank**, a Utah state-chartered bank (together with its successors and assigns, "Lender"), for a Software Purchase Assistance Loan ("SPA Loan") as described in this Application and Agreement – SPA Loan (together with any subsequent amendments, this "Agreement"). If Borrower is approved by Lender to receive an SPA Loan, this Agreement will be legally binding upon Borrower, and Borrower and Lender will be subject to all of the Terms and Conditions of SPA Loan 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, Borrower 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 Borrower represents and warrants that he/she is authorized to bind Borrower to this Agreement. Approval of the SPA Loan and the advance of loan proceeds by Lender to Borrower will be deemed acceptance of this Agreement by Lender, even if Lender does not sign this Agreement.

Sections 1.3 and 7.15 of the terms and conditions contain certain rights and notices under the Equal Credit Opportunity Act.

Signatures

Business Name: _____	Primary Owner's Signature X _____
Signature X _____	Name: _____
Name: _____	Date: _____
Title: _____	
Green Dot Bank:	
Signature X _____	
Greg Quarles, CEO	

TERMS AND CONDITIONS OF SPA LOAN

1. TAX PREPARATION AND REFUND PROCESSING

Section 1.1 *SPA Loan*. A SPA Loan is an unsecured term loan in an amount between \$500.00 and \$2,999.00 made by Lender to Borrower pursuant to this Agreement. The SPA Loan is a business loan made to Borrower to purchase software from the Tax Software Provider shown above for use in Borrower's tax preparation business and its activity as an electronic return originator (an "ERO"). There is no interest rate on or finance charge for an SPA Loan. The SPA Loan has no delinquency charges, NSF fees or collection fees. Santa Barbara Tax Products Group, LLC ("TPG"), an affiliate of Lender, will pay Lender a fee for making the SPA Loan to Borrower, but no fee is due from Borrower.

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

Section 1.3 *If Your Application Is Denied*. If your application for an SPA Loan is denied, Lender will send you a written statement of reasons for the denial within 30 days of receiving this completed Agreement.

Section 1.4 *Repayment and Standard Maturity Date*. Subject to Section 1.5 below (if applicable), Borrower agrees to repay the entire Principal Amount of the SPA Loan in one payment on October 31, 2023 (the "Standard Maturity Date"). Borrower hereby authorizes Lender on the Standard Maturity Date to ACH debit the Principal Amount from Borrower's bank account shown above. Lender will send Borrower a courtesy email ten (10) days prior to the Standard Maturity Date to remind Borrower that the Principal Amount will be deducted from Borrower's bank account. Borrower may prepay the Principal Amount, in whole or in part, at any time without premium or penalty. Payment may be made by check payable to "Green Dot Bank," and mailed or delivered to Green Dot Bank, Attn: ERO Payments, P.O. Box 534, Provo UT 84603 (the "Payment Address").

Section 1.5 *Alternative Repayment Method and Extended Maturity Date*. If Borrower voluntarily elects to have TPG serve as its exclusive refund transfer processor for the 2024 tax season (as described in Section 3 below), then the Principal Amount of the SPA Loan will be due on March 31, 2024 (the "Extended Maturity Date"). In that case, Borrower authorizes and directs TPG to automatically transmit tax preparation fees otherwise payable to Borrower that are received by TPG on or after January 1, 2024 directly to Lender until the Principal Amount is repaid in full, as authorized by Borrower in Section 3 below. Any remaining unpaid Principal Amount will be due and payable by Borrower on the Extended Maturity Date. Borrower hereby authorizes Lender on the Extended Maturity Date to ACH debit the remaining unpaid Principal Amount from Borrower's bank account shown above. Lender will send Borrower a courtesy email ten (10) days prior to the Extended Payment Date to remind Borrower that the remaining unpaid Principal Amount will be deducted from Borrower's bank account. Borrower is not required to use TPG as its refund transfer processor to be eligible for and approved to receive an SPA Loan.

In the event Borrower elects to have TPG serve as its exclusive refund transfer processor for the 2024 tax season (as described in Section 3 below) but fails to process any refund transfers through TPG on or before January 31, 2024, then Borrower will prepay the Principal Amount prior to the Extended Maturity Date, and hereby authorizes Lender on February 29, 2024 to ACH debit the Principal Amount from Borrower's bank account shown above. In that case Lender will send Borrower a courtesy email ten (10) days prior to February 29, 2024 to remind Borrower that the Principal Amount will be deducted from Borrower's bank account.

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

3. OPTIONAL ENROLLMENT IN TPG PROGRAM. Borrower, at its option, may enter into a Santa Barbara Tax Products Group Financial Service Agreement ("Financial Service Agreement") and participate in TPG's bank products program (the "Program"). If Borrower elects to participate in the TPG Program, it will use TPG as its exclusive refund transfer processor for the 2024 tax season. 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 TPG and paid by TPG directly to the tax return preparer. If Borrower elects to participate in the TPG Program, Borrower hereby irrevocable

authorizes and directs TPG to (i) notify Lender that Borrower is participating in the Program and (ii) on behalf of Borrower, remit tax preparation fees otherwise payable by TPG to Borrower directly to Lender until the Principal Amount of the SPA Loan is repaid in full.

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

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

Section 5.1 *Borrower's Conduct*. Borrower will use the proceeds of its SPA Loan to purchase software for its business as an ERO and tax return preparer, and not for personal, family or household purposes. Borrower 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 Principal Amount and satisfying in full all its obligations under this Agreement. Borrower will not commit fraud.

Section 5.2 *Registration as ERO*. Borrower 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 Borrower or its primary owners to Lender in connection with the execution of this Agreement is and will be true and correct in all material respects. Borrower and its primary owner agree to provide Lender with such other information as Lender may request from time to time.

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

Section 5.5 *Governmental Approvals*. Borrower possesses and is in compliance with all permits, licenses, approvals, consents and other authorizations necessary to conduct its business. Borrower is in compliance with any and all applicable federal, state and local laws and regulations. Borrower 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*. Borrower, and the person entering into this Agreement on behalf of Borrower, 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 Borrower.

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

Section 5.8 *Conduct of Business*. Borrower 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. Borrower 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.

6. REMEDIES, OFFSETS AND DIRECTED PAYMENTS. In the event of (a) any breach or default in the performance by Borrower 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 Borrower 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 Borrower or its primary owner in any Transaction Document (any of the foregoing, a "Breach"), Borrower and its primary owner agree that Lender will be entitled to, among other things, damages equal to the Indemnified Amounts (as hereinafter defined).

If Borrower has elected to participate in the TPG Program, Borrower directs TPG to pay Lender the amount owing hereunder and Lender may demand payment directly from TPG for amounts owing by Borrower to Lender hereunder. Borrower hereby agrees that Lender may offset such amounts against any amounts owed to Lender or TPG by Borrower, whether under this Agreement or, as applicable, under the Financial Services Agreement.

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 Borrower will be sent to the address or email address set forth on Page 1 of this Agreement. Any Notice sent to Lender 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 Lender 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. Borrower and its primary owner hereby waive any requirement of Notice prior to Lender 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 Borrower, its primary owner and Lender, and their respective successors and assigns. Borrower 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 Lender, which consent may be withheld in the Lender's sole discretion. Lender may assign this Agreement or any of its rights hereunder, and may delegate its duties hereunder, without the consent of Borrower, and in the event of such assignment, the assignee will have the same rights, duties, remedies and obligations as if originally named herein in Lender's place. In addition, Lender may sell participations in the SPA Loan and this Agreement to affiliates or third parties without the consent of Borrower.

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 Texas 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 Lender against Borrower or its primary owner may, and all judicial proceedings brought by Borrower or the primary owner against Lender 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, Borrower 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.

Borrower 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, Borrower and its primary owner, jointly and severally, hereby agree to indemnify, protect, defend, and hold harmless Lender, 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 Lender's rights and remedies hereunder and/or the collection of amounts due to Lender 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, 1.5, 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 Lender has received the Principal Amount and all other amounts due under this Agreement.

Section 7.8 **Entire Agreement**. This Agreement contains the entire agreement and understanding between Lender, Borrower 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 LENDER, BORROWER OR ITS PRIMARY OWNER REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF LENDER, BORROWER 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 LENDER, BORROWER OR ITS PRIMARY OWNER DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, THEN LENDER, BORROWER OR ITS PRIMARY OWNER MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). LENDER, BORROWER AND ITS PRIMARY OWNER ACKNOWLEDGE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. LENDER, BORROWER 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, LENDER, BORROWER 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.

BORROWER AND ITS PRIMARY OWNER MAY OPT OUT OF THIS CLAUSE. TO OPT OUT OF THIS ARBITRATION CLAUSE, BORROWER AND/OR ITS PRIMARY OWNER MAY SEND LENDER A NOTICE THAT THE BORROWER OR ITS PRIMARY OWNER DOES NOT WANT THIS CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, BORROWER 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: GREEN DOT BANK, 4675 CORNELL ROAD, SUITE 280, CINCINNATI OH 45241, ATTENTION: LEGAL.

Section 7.10 **WAIVER OF JURY TRIAL**. LENDER, BORROWER 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. LENDER, BORROWER AND ITS PRIMARY OWNER HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS. LENDER, BORROWER 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**. LENDER, BORROWER 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. Borrower and its primary owner authorize Lender and Lender's affiliates, agents and independent contractors to contact Borrower or its primary owner in connection with this Agreement at any telephone number Borrower or its primary owner provides to Lender or from which Borrower or primary owner places a call to Lender, or any telephone number where Lender believes it may reach Borrower 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 Borrower or its primary owner incurs charges for receiving such communications. Lender and Lender'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 Borrower or its primary owner. Borrower and its primary owner expressly consent to conduct business by electronic means.

Section 7.14 Electronic Documents and Execution. Borrower and its primary owner agree to use electronic records, and may use actual or electronic signatures (e.g. DocuSign), to enter into this Agreement. Borrower's and its primary owner's electronic signatures on electronic records will have the same effect as actual signatures on paper documents. Lender may designate one authoritative copy of this Agreement. If Lender does so, the authoritative copy will be the electronic copy in a document management system Lender

designates for storing authoritative copies of this Agreement. Lender 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.

Section 7.15 ECOA Notice. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Federal Reserve Consumer Help Center, P.O. Box 1200, Minneapolis, MN 55480.