

**DRAKE SOFTWARE**  
**Bank Products**  
**Enrollment Agreement**

By enrolling with a Banking Partner and offering Bank Products to taxpayers in connection with the Software licensed by Drake Software, LLC ("DRAKE") to you ("Customer" or "you"), you agree to this Bank Products Enrollment Agreement (this "Agreement"). All terms and conditions of the 2022 Drake Software License and Non-Disclosure Agreement and any Multi-Site Pricing Agreement (as applicable) between Customer and DRAKE (except to the extent expressly modified herein) are hereby incorporated by reference and made a part of this Agreement.

BY ENROLLING WITH A BANKING PARTNER, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE AUTHORIZED ON BEHALF OF CUSTOMER TO ENTER INTO THIS AGREEMENT; AND (C) YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **Definitions.** Capitalized terms used but not defined elsewhere in this Agreement shall have the meanings set forth below or in the 2022 Drake Software License and Non-Disclosure Agreement or Multi-Site Pricing Agreement (as applicable):

- (a) "Customer" means the person or entity identified as the Customer in the Multi-Site Pricing Agreement or the Licensee in the 2022 Drake Software License and Non-Disclosure Agreement, and includes all Authorized Users of Customer. Customer is responsible for its Authorized Users' compliance with the terms of this Agreement.
- (b) "Banking Partner" means a third-party service provider approved by DRAKE to offer Bank Products to taxpayers of DRAKE's customers.
- (c) "Bank Products" means all tax refund related settlement products, also known as financial products, including but not limited to refund transfers (also known as RACs, RTs, bonuses, etc.), refund loans, and any other products that involve a settlement of tax preparation or other fees from the proceeds of taxpayers' refunds and/or advance funds to taxpayer in anticipation of repayment from the proceeds of the tax refund.
- (d) "Bank Product Application" means the application which is completed by the taxpayer selecting the Bank Product and the Customer and/or its Authorized Users and submitted to the Banking Partner in order to obtain a Bank Product.

2. **Enrollment with Banking Partners.**

- (a) Enrollment. Customer warrants that all information provided during the enrollment process is true, correct and complete. Customer acknowledges that the Banking Partner may check Customer's banking and credit history (including with any previous Banking Partner, trade, and credit references, as well as any personal credit history). If Customer offers Bank Products by enrolling with a Banking

Partner using the DRAKE Software, the Banking Partner will contact Customer to finalize enrollment with the Banking Partner.

- (b) Banking Partner Terms. Customer may be required to enter into an agreement with the selected Banking Partner. Each Banking Partner has separate terms and conditions, forms, guidelines and procedures, and Customer agrees to follow all of Banking Partner's terms of enrollment.
- (c) Banking Partner Selection. Customer acknowledges that it has had an opportunity to review the marketing materials and offerings of the various Banking Partners and has chosen a Banking Partner in its sole discretion based on such review. DRAKE shall have no liability to Customer with respect to Customer's Banking Partner relationship, including the issuance and processing of Bank Products.
- (d) Banking Partner Selection. Customer may only have one active Banking Partner for all Sites.

### 3. **Customer Obligations and Responsibilities**.

- (a) Customer Responsibilities. While offering Bank Products to taxpayers through a Banking Partner, Customer agrees to:
  - i. Provide correct and accurate information for all Bank Product Applications;
  - ii. Encourage Customer's taxpayers to ask any questions they may have before applying for a Bank Product or paying any fees associated with a Bank Product;
  - iii. Obtain and verify the taxpayer's identification required by the Bank Product Application and retain a copy of the taxpayer identification with Customer's copy of the Bank Product Application;
  - iv. Validate the social security number and name against the taxpayer's social security card;
  - v. Take responsibility and control of check stock and debit cards;
  - vi. Follow all IRS rules for electronic filing as specified in IRS Publication 1345;
  - vii. To the extent required under applicable state laws, provide necessary "facilitator" disclosures and register as a "facilitator;"
  - viii. Not engage in any unfair, deceptive, or otherwise unacceptable acts or practices in connection with offering or promoting any Bank Products and comply with applicable federal and state laws and regulations with respect to any advertising or marketing materials of Bank Products; and

- ix. Notify DRAKE within 48 hours of Customer becoming aware that a Bank Product has been improperly issued.

(b) Disclosures.

- i. Customer is responsible for obtaining the taxpayer's written consent, as required under IRS Code Section 7216, prior to using and/or disclosing the taxpayer's personal information for purposes of issuing Bank Products.
- ii. Customer must provide taxpayers with a statement of the inclusive price of the Bank Product (including all fees incurred to receive the Bank Product and any credits payable to the Customer), and a separate statement of the fees related to tax preparation and/or other services.
- iii. Customer may be asked at any time by the Banking Partner or DRAKE to produce all Customer documentation related to Bank Products. If acceptable documentation is not delivered by Customer upon request, Customer's use of Bank Products may be suspended.
- iv. Certain states require "facilitators" of Bank Products to provide certain disclosures and register as a "facilitator." Any Customer offering Bank Products in such states must comply with all facilitator requirements, including any applicable disclosures.

(c) Check Printing.

- i. Customer is responsible for all check stock assigned to Customer's office, including issued, voided, or unused checks. Customer is also responsible for following the Banking Partner guidelines for any voided or unused checks.
- ii. Check printing activity is carefully monitored. If there are excessive voids, reprints, or check number mismatches, DRAKE or the Banking Partner reserves the right to suspend check-printing privileges. Reinstatement of check printing privileges is at the sole discretion of DRAKE or the Banking Partner. Customer will bear all check printing and delivery charges.
- iii. Customer must keep photocopies of all printed checks.
- iv. Customer must verify that the information printed on the check matches the taxpayer's tax return and Bank Product Application. Customer is responsible for ensuring that printed checks do not duplicate any previously printed checks. If Customer releases a check with an incorrect refund amount, or a duplicate check to a taxpayer, Customer will be financially responsible for any difference in the amount of the check(s) and the actual total refund.

- (d) Compliance with Applicable Laws. In addition to the responsibilities and obligations set forth in this Section 3, Customer shall comply with all federal, state and local laws and regulations regarding the offering of Bank Products, including, but not limited to regulations involving the charging and disclosure of fees.

#### 4. **Restrictions.**

- (a) Prohibited Contract Clauses. Customer is prohibited from including any of the following types of legal clauses in any agreement between Customer and a taxpayer in connection with the sale of a Bank Product:
  - i. A hold harmless clause to protect Customer's company;
  - ii. A confession of judgment clause to protect Customer's company;
  - iii. An assignment of or order for payment of wages or other compensation for services to protect Customer's company;
  - iv. A waiver of the statute of limitations;
  - v. A provision in which the taxpayer agrees not to assert any claim or defense arising out of the applicable agreement; and
  - vi. A waiver of any provision of applicable legislation.
- (b) Referring Taxpayers to DRAKE. Customer must not direct individual taxpayers to contact DRAKE regarding the status of their return or Bank Product.
- (c) Non-authorized Banking Partners. Customer will not offer Bank Products or similar products from service providers not approved by DRAKE and integrated with the Software.
- (d) Restricted Fees.
  - i. Customer will not impose higher fees for tax preparation based on whether or not a taxpayer chooses a Bank Product.
  - ii. As restricted by law, Customers in Arkansas, Connecticut, Illinois, Maine, Maryland and New York must not create or charge any additional fees (including requesting an increase in the standard DRAKE technology fee, described below) to the taxpayer for the issuance of a Bank Product.

#### 5. **Fees and Credits.**

- (a) Fees. Certain fees apply in connection with the issuance of Bank Products. Customer will authorize and direct the Banking Partner to deduct and transmit certain technology fees to DRAKE via ACH on a per return basis. The charging and collecting of fees is subject to applicable state and federal laws and regulations.

DRAKE reserves the right to increase or decrease fees at any time or eliminate fees for certain states, as it deems necessary, and in DRAKE's sole discretion. The following fees may apply:

- i. *Tax Preparation Fee*: This is the fee charged by the Customer for preparing the tax return, including any electronic filing fee. This fee is set by the Customer and will be taken out of the taxpayer's refund. The Banking Partner will deposit this fee into the bank account specified by Customer.
  - ii. *Bank Fee*: This is the fee charged by the Banking Partner for the Bank Product. This fee will be deducted from the taxpayer's refund.
  - iii. *Technology Fee*: This is the fee charged by DRAKE for each federal Bank Product Application processed using the Software, and includes the programming and development costs related to offering the Bank Products through the Bank Partners. This fee will be deducted from the taxpayer's refund and will be sent to DRAKE.
  - iv. *Add-On Fee (AOF)*: The Banking Partner may allow Customer to include an additional fee when using a Bank Product with a taxpayer. This AOF is deducted from the taxpayer's refund. If Customer elects to include an AOF, DRAKE charges a fee of 5% of any AOF for this service, capped at \$4.00 per Bank Product Application. This fee will be deducted from the taxpayer's refund and will be sent to DRAKE. For example: \$29.00 AOF charged by the Customer means that \$27.55 is paid to the Customer, and \$1.45 convenience fee is paid to DRAKE.
  - v. *Protection Plus Fee*: This is the fee paid by the taxpayer if they select the optional Protection Plus Audit Assistance. This fee will be taken out of the taxpayer's refund and will be sent to DRAKE.
- (b) Credits. Customers with a Multi-Site Pricing Agreement may be able to earn credits on their Software purchase renewal balance for issuing certain Bank Products, in accordance with the terms of the Multi-Site Pricing Agreement between DRAKE and Customer.

6. **Amendment; Termination.**

- (a) Customer acknowledges and agrees that DRAKE shall have the right, in its sole discretion, to amend the terms of this Agreement, the fees subject to this Agreement, or discontinue its relationship with any Banking Partner as the result of regulatory or other changes in the industry or due to termination of DRAKE's contractual relationship with a Banking Partner.
- (b) DRAKE, in cooperation with the Banking Partner, reserves the right to suspend Customer's Bank Product privileges and/or terminate this Agreement without notice if there is evidence of fraud, misuse or breach of this Agreement or the Banking Partner's terms and conditions by Customer or its Authorized Users. If

Customer's privileges are terminated by a Banking Partner, Customer may not be reinstated by another Banking Partner.