



Santa Barbara Tax Products Group

2022 Financial Services Agreement

PLEASE READ THIS AGREEMENT CAREFULLY.

Background: Santa Barbara Tax Products Group, LLC, a division of Green Dot Corporation, a Delaware corporation (“Provider”), provides a program (the “Program”) in which tax preparers have the opportunity to offer refund processing services to taxpayers, including spouses who are filing joint tax returns, who desire to take advantage of the Program and who sign a Program Application and Agreement (each a “Customer”). Provider, using banking services of Civista Bank (“Bank”), is willing to offer refund processing services as described herein. Provider will be responsible for the Program’s compliance with applicable law. This 2022 Financial Services Agreement (“Agreement”) is by and between you, the tax preparer (“you” or “Participant”), Bank and Provider and sets forth the rights and obligations of each party in connection with the Program.

I. MUTUAL AGREEMENT. Subject to the terms and conditions set forth in this Agreement and relying on the representations, warranties and covenants contained herein, Participant, Provider and Bank will provide the services described in this Agreement to facilitate the delivery of federal and/or state income tax refunds to Customers of the Participant.

II. PARTICIPANT’S REPRESENTATIONS AND WARRANTIES. Participant makes the following representations, warranties, and acknowledgements to Bank and Provider as of the date of this Agreement and at all times during the Term (as defined below):

2.1 Participant Qualifications. (a) Participant has all licenses, approvals, qualifications, authority, and authorizations necessary or appropriate to prepare and file tax returns and to participate in the Program and offer Program services to its Customers in accordance with applicable federal, state or municipal law; (b) Participant is not subject to restrictions or disciplinary action of the Internal Revenue Service (“IRS”) or any other federal, state or municipal governmental or professional regulatory body, including, but not limited to, enforcement actions, civil investigative demands or cease and desist orders and, to its knowledge, is not under investigation for fraud or misconduct; (c) except as disclosed to Provider and Bank in writing, Participant is not a party to any lawsuit, arbitration, or legal proceeding; (d) except as disclosed to Provider and Bank in writing, neither Participant nor any person who directly or indirectly has a 5% or greater equity interest in Participant or serves as general partner, member, officer, or director of Participant (each, a “Related Person”) has ever been convicted of any crime of fraud, dishonesty, breach of trust, or money laundering, nor entered a pretrial diversion program in connection with such offense, and neither Participant nor any Related Person has suffered any judgment or agreed to any settlement in a lawsuit or other proceeding alleging that Participant or such Related Party has engaged in fraud or any unfair or deceptive act or practice; (e) except as disclosed to Provider and Bank in writing, Participant has never been terminated by some other similar vendor offering tax refund-related financial products, and (f) if Participant is a business entity, it is properly organized and in good standing, and the person executing this Agreement is authorized to do so. These representations and warranties shall each be deemed an ongoing representation and warranty from Participant, and Participant shall provide notice to Provider and Bank immediately of Participant’s knowledge that any of the foregoing representations or warranties shall cease to be true at any time during the Term.



2.2 Valid EFIN and PTIN. Participant represents that all individual tax preparers performing tax preparation services and providing access to the Program are conducting such participation under Participant's current registered Electronic Filer Identification Number ("EFIN") and that each preparer has a valid Preparer's Tax Identification Number. Participant understands that Participant will be suspended or terminated from the Program immediately if Participant violates this requirement. Participant further understands that Participant is responsible for all preparers and is responsible for all Program related activity originating by all preparers from Participants' Office, including the actions of any employees or tax preparers.

2.3 Affirmation. Each request that a refund be delivered to Bank constitutes an affirmation by Participant that (a) it has complied with each of its duties and obligations described in this Agreement, (b) there has been no default in the terms or conditions of this Agreement, and (c) the representations and warranties of Participant are true and accurate as of the date of the request.

III. PARTICIPANT'S DUTIES AND OBLIGATIONS. Participant covenants and agrees with Provider and Bank as follows:

3.1 Compliance. Participant agrees to comply with all procedures and requirements relating to the Program provided by Bank or Provider prior to or during the 2021-2022 tax filing season, including program guidelines set forth in the ERO User Manual and Best Practices Guide that have been made available to Participant at www.sbtptg.com (the "Program Guidelines"). Participant and tax preparers working for Participant must complete and pass any training and compliance testing required by Provider.

3.2 Completion of Application and Tax Returns; Proper Identification. Participant shall obtain a copy of the Program Application and Agreement (the "Application") executed by a potential Customer before directing to Bank any refunds due to that individual or otherwise attempting to provide Program services to that individual. Participant shall accurately input and submit with each Application and tax return all material information, including social security number(s), received from Customers. Participant shall ensure that the Customer has presented at least one form of unexpired picture identification issued by a government agency, and shall properly verify the social security numbers of primary and secondary filers as well as all dependent children listed on the tax return.

3.3 Valid Income Documents. Participant agrees to carefully scrutinize each income document, such as W-2s and Form 1099s, to ensure that they have been issued by a valid entity. Participant shall not accept questionable income documents or file any returns relating thereto.

3.4 Fees. Participant agrees that it will: (a) advise Customers that the IRS is in no way involved in or responsible for the Refund Transfer ("RT"), (b) advise Customers of all fees and other known deductions to be paid from their refunds and the remaining amount Customers will receive, (c) advise Customers that in the event their refunds do not cover the fees or amounts owed by the Customer, including amounts owed under the Advance Program, due to you, Provider or Transmitter, those amounts may be deducted from any of the Customer's refunds that may be received up to 24 months after the end of the Term, (d) secure the Customer's written consent as required by Treas. Reg. § 301.7216-3(a) to disclose tax information to the Bank in connection with the application for an RT, (e) provide Customers with a statement of the inclusive price of an RT (including all fees incurred to receive an RT), and a separate statement of the fees related to tax preparation and/or other services, (f) will not impose higher fees for tax preparation based on whether or not a Customer chooses an RT, and (g) will not impose higher fees for tax preparation based on whether or not a Customer claims the earned income tax credit, other than incremental fees for additional forms or preparer time.



3.5 Unacceptable Practices. Participant shall not engage in any unfair, deceptive or unconscionable practices, including but not limited to the following: telling Customer they must apply for the Program in order to receive their refunds, charging excessive fees or fees unrelated to the preparation and filing of tax returns, basing the fees on a percentage of the refund amounts, failing to provide the Customer with any required Program disclosures, requiring a Customer to sign disclosures before reading them, requiring a Customer to sign blank forms, misrepresenting any material fact concerning the Program or any particular service, including pricing or timing of tax refund disbursements, participating in any program through Provider or any other third party in circumstances where Participant is not eligible to participate, or steering a Customer to a particular service when that Customer has expressed a desire for a different service. Participant may be suspended or terminated from the Program at the discretion of Provider or Bank if Provider or Bank has cause to believe that Participant has engaged in unacceptable practices. A list of unacceptable practices is provided in the Program Guidelines; however, it remains the sole discretion of Provider or Bank to determine whether or not Participant has engaged in behavior deemed to be “unacceptable”.

3.6 False Information. Participant shall take reasonable steps to ensure that each Application and related tax return is complete and accurate. Participant shall not knowingly assist any person in fraudulently obtaining Program services and shall not knowingly transmit false or incomplete information to Provider, Bank or the IRS. Participant agrees to notify Provider and Bank immediately if Participant becomes aware of any attempt to obtain Program services by fraud or pursuant to any untrue or false tax returns. Any breach by Participant of its obligation under this Section 3.6 shall, and any suspicion of fraud by Provider or Bank among Participant’s requests may, result in Participant’s immediate suspension or termination from the Program, and withholding the remittance of Participant Service Fee Payments, if any, as set forth in Section 4.5.

3.7 Completed and Signed Tax Returns. To participate in the Program for a Customer, Participant shall complete the direct deposit designation in the electronic portion of the Customer’s federal (and state, if applicable) income tax returns. The designation shall also indicate that the account is “checking” and that the source is “other”. Participant shall cause the same information to be contained in the appropriate data fields as part of the electronically filed returns. Participant shall obtain the Customer’s signature on the e-filed tax returns in accordance with IRS regulations.

3.8 Customer Copies. Participant shall ensure that each Customer has had ample opportunity to read the Customer’s Application and the disclosures before the tax returns are submitted and shall thereafter obtain the Customer’s signature on such Application. Participant shall deliver to each Customer a copy of the signed Application for the Program services requested by the Customer, together with any other agreements or documents that Provider reasonably may require, as identified and provided to Participant.

3.9 Document Retention and Destruction. Participant shall retain with respect to each Customer a paper or electronic copy of the Customer’s signed Application, together with copies of all the tax returns, W-2s, and (to the extent feasible) Customer identifications, for a period of seven (7) years, and, upon request, shall deliver the same to Provider or Bank within 48 hours. Participant shall safeguard Customer information in accordance with the Federal Trade Commission’s Safeguards Rule (16 CFR §314.1, *et seq.*), IRS Publication 4557 and IRS Publication 4600. Participant shall make sure that any Customer documentation that is not retained is completely shredded before discarding.

3.10 Secure Check and Card Storage and Handling. If the Program approved for the Participant provides a check disbursement option, Participant shall be provided an allotment of check stock that may include certain codes and other information and is to be used to print consecutively numbered disbursement checks (“Checks”) for disbursing Program funds. Participant understands that, if printing Checks or offering prepaid or debit cards



("Cards") on site, Participant agrees to store the Check and Card supplies in a secure, locked area in the same manner as it stores cash, and to allow access to authorized personnel only. Participant shall ensure that all unused Checks and any Cards are returned to Provider in accordance with the instructions provided in the Program Guidelines. Participant acknowledges that mishandling of Check or Card supplies may be cause for immediate suspension or termination from the Program.

3.11 Delivery of Funds. Upon Bank's receipt of a Customer's refunds and authorization from Provider delivered to Participant indicating the amount due the Customer, Participant may affix to a Check the facsimile signature of the authorized Bank signatory and deliver the Check to the Customer. Participant shall maintain possession of each Check until delivery has been authorized by Bank and shall not use any of the Check supplies except as specifically provided in this Agreement. Participant shall not deliver any replacement Check or otherwise issue more than one copy of any Check for any refunds without the specific authorization of Bank.

3.12 Lost/Stolen/Voided Checks and Misdirected ACH Deposits. Participant shall reimburse Bank, within 15 days of Bank's notice, for any losses attributed to the Participant or its employees for a misdirected ACH direct deposit. Participant shall further reimburse Bank, within 15 days of Bank's notice, for any and all loss incurred by Bank related to any Check that was duplicated, delivered to the wrong person, voided by Participant's office, lost by or stolen from Participant or for any other loss related to Participant's failure to protect and handle the Check supplies in accordance with this Agreement. Nothing in this Section shall affect or diminish Provider's right to deduct amounts due from any funds in its possession that would otherwise be due to Participant as provided in Section 4.5 below. Bank shall deliver to Participant any sums later recovered for losses for which Participant has reimbursed Bank.

3.13 Compliance with Laws; Customer Consents. Participant shall comply with all applicable federal, state and municipal laws, rules, and regulations (including, without limitation, applicable state and municipal licensing, registration and disclosure requirements) relating to the preparation and transmission of income tax returns and Participant's performance under this Agreement. Participant accepts full responsibility for obtaining Customer written consents, on behalf of Provider and Bank, in connection with the offer and the sale of Program services.

3.14 Advertising and Marketing. Participant shall not misrepresent or mischaracterize the Program or its availability in any marketing or advertising. Participant shall also not misrepresent or mischaracterize its relationship to Bank or Provider in any marketing or advertising (including business cards). All marketing materials provided by Provider may only be used for the purposes originally intended. Provider and Bank's logos and trademarks are copyrighted materials and shall not be used except as authorized by or with the express written permission of Provider or Bank. Any advertising or marketing material developed or reproduced by Participant must conform to the standards set forth in the Program Guidelines and be approved in writing by Provider prior to use. Unless Participant opts out using Provider's enrollment platform, Participant agrees that Provider may directly contact Customers using Provider's services regarding products or services as long as Provider takes no action whatsoever to encourage such Customers to leave Participant for tax preparation services. Participant understands and acknowledges that Provider's goal with respect to contacting Customers is to implement programs to increase retention of Customers in Participant's offices. After completion of the enrollment process, Participant may withdraw its consent to Customers receiving promotional and marketing emails at any time by logging in to Provider's website at www.sbtppg.com.

3.15 Proper Documentation. Participant shall not document any Program transaction using any documents other than the documents, including the Program Application and Agreement, provided by Provider and Bank. All Program contracts are in the English language, and English is the controlling language in all contracts. Any



non-English translations of Program forms provided or made available by Provider are for Participant's and Customers' convenience only and may not accurately represent the information in the original English.

3.16 Material Changes. Participant will not implement any material changes in policy, procedure, or training with respect to the Program without the prior written consent of Provider and Bank.

3.17 Payment of Tax Preparation Fee. Participant shall not collect its tax preparation/electronic filing fee (the "Participant Service Fees") directly from the Customer in cases where the Customer purchases Program services. Rather, Participant Service Fees shall be paid to Participant as described in Section 4.5 below. Notwithstanding the foregoing, Participant agrees that it is not entitled to (and will not receive) any Participation Service Fees that are not properly disclosed in the Application.

3.18 Continuation of Tax Preparer Services. Participant acknowledges and agrees that Participant's tax preparer services with respect to a Customer shall continue, and Participant's Participant Service Fees with respect to the Customer shall not be due and payable, until such time as the Customer's tax refunds are disbursed to the Customer under the Program, or such later time as it appears that no tax refunds will be received by the Customer.

3.19 Customer Advance Programs. If Participant's tax software transmitter ("Transmitter") and Participant participate in a Customer advance program ("Advance Program") offered by an independent third party, the following shall apply: (a) Participant shall owe Provider a fee in an amount that will be disclosed to Participant prior to commencement of the Advance Program for each funded advance (the "Funded Advance Fee"), provided that such fee is subject to adjustment by Provider upon notice to Participant in the event Participant does not qualify for the standard Advance Program, (b) Participant authorizes Provider to deduct the Funded Advance Fee from any tax preparation fees, and (c) no RT-related fees and no tax preparation fees will be paid to Participant when a Customer selects an advance and does not select an RT. Participant cannot pass the Funded Advance Fee directly through to the Customer who receives the advance. If Transmitter and Participant participate in the Advance Program and in instances where a Transmitter charges a transmission fee, such transmission fee shall be paid by Participant. Participant cannot pass the transmission fee through to the Customers who receive the advances. Participant's eligibility to participate in the Advance Program is based upon certain criteria, including Participant having a sufficient rate of IRS tax refund funding in the prior tax season. If Participant offers or participates in an Advance Program for which Participant is not eligible, Participant may be liable for losses under such Advance Program. Participant shall advise Customers, if applicable, that (i) advances may be interest bearing and are not a quicker way of receiving their refunds from the IRS; and (ii) if the Bank does not receive a direct deposit within the expected time frame for whatever reason, Customer may be liable to the advance provider for additional interest. Participant's and Provider's consent and agreement to this section will be irrevocably confirmed when Participant transmits an Application to Provider and that Application is accepted and processed by Provider.

3.20 Unpaid Fees Collection Service. Provider offers a collection process ("Collection Program") in which it facilitates, on behalf of Participant, the collection of Participant's tax preparation fees and certain other fees charged to the Customer that are not paid as a result of the tax refunds not funding or not funding in an amount sufficient to pay such fees. In the event a Customer's refunds received in the same year as their tax returns were filed do not cover the fees or other amounts owed by the Customer, certain of those amounts may be deducted from refunds received by those taxpayers in subsequent tax years to the extent those taxpayers and the Participant utilize the Program. Provider shall make reasonable efforts to collect such amount by debiting Customer's bank account. This process only applies for those Customers where the Customer has selected ACH as a disbursement method. Participant shall have the ability to exclude any particular Customer from the



Collection Program. When such fees are collected, Provider shall retain a fee of 25% of the amount collected (the "TPG Fee") and remit the balance to Participant or if other fees are collected, remit such fees, less the TPG Fee, to the appropriate third parties. Returns eligible for the Collection Program shall be limited to returns filed on or before the federal filing deadline. Collections under the Collection Program will begin at least three weeks after the Customer's date of filing and may continue for up to one year thereafter (the "Collections Period"). Provider shall remit Participant's portion of fees within 45 days after the end of the Collections Period. **Participant is automatically enrolled in the Collection Program. If Participant desires to opt out of the Collection Program entirely, Participant must opt out at www.sbtpg.com on or before March 13, 2022.** If Participant does not opt out, Participant remains able to request any specific Customers be excluded from the Collection Program.

3.21 Complaint Resolution. If Participant or a Related Person receives notice of a complaint from a Customer regarding Programs, Services or any third party, including any government, regulatory, consumer protection or consumer advocacy agency (collectively a "Complaining Party"), it will promptly forward such complaint and any written documentation related to such complaint to Provider for review, investigation and resolution. Unless otherwise instructed or permitted by Provider, Participant shall not respond to any Complaining Party on behalf of Provider or Bank. Participant shall use reasonable efforts to cooperate with Provider or Bank in the reasonable resolution of any such complaint.

3.22 Press Release. Participant shall not issue any press release (or make other public announcement) related to this Agreement or the transactions contemplated hereby without prior written approval of Provider.

IV. PROVIDER'S DUTIES AND OBLIGATIONS.

4.1 Processing Applications. Provider shall use reasonable commercial efforts to process Applications in a timely manner in accordance with industry standards. Provider shall establish criteria and fees relating to Program services in Provider's sole discretion, subject to the rights of the parties under this Agreement.

4.2 Changes in the Program. Provider may at any time discontinue or modify the Program if in Provider's sole judgment the continued offering of Program is impractical, potentially unprofitable, or in conflict with applicable law.

4.3 Check Supply. Provider shall provide to Participant a supply of blank Checks that Provider determines is sufficient for the expected needs of Participant. Participant shall notify Provider at any time that Participant determines the supply of Checks is not sufficient, and Provider will supply any additional Checks that it determines are needed. Provider shall monitor the Checks used by Participant, shall notify Bank of any Checks used in ways that are not permitted by this Agreement, and shall ensure the secure destruction of all unused Check stock used in connection with the current tax season or any prior season. Participant agrees that it shall be liable for any and all costs, expenses and damages incurred by Provider, Bank or any Customer in the event Participant uses the incorrect check stock.

4.4 Determination of Payments. Provider shall determine the amount due to Participant, the amount of the fees due to others and the amount due to the Customer and shall provide that information to Bank.

4.5 Participant Service Fee Payments. Provider shall collect Participant Service Fees by withholding the fees from the Customer's refunds, by ACH direct debit of the Customer's personal bank account or by processing a credit card charge on behalf of the Customer to the credit of the Participant. The Provider may collect Participant Services Fees and other fees and amounts due to you, Provider and Transmitter according to the

terms hereunder by withholding those amounts from any of the Customer's refunds that may be received up to 24 months after the end of the Term, assuming you and Customer participate in the Program during that time. Provider shall collect a processing charge for collecting each Participant Service Fee. The processing charge will be collected from the Customer's refunds or deducted from the Participant's Service Fee before forwarding the Participant's Service Fee to the Participant or the refunds to the Customer. On credit card charges, Participant will pay, in addition to the processing charge, any applicable interchange rate and Provider will collect and pay said rate from the Participant Service Fee before forwarding the fee payment to Participant. Participant Service Fee payments minus processing charges and any applicable interchange rates shall be made via ACH deposit to the bank account of Participant within one business day after funding, subject to offset rights as provided below. If Participant opts-in to the Check Administration Fee Program and provides a check disbursement option, the Customer will be charged a \$12.00 check administration fee for each disbursement check (other than checks issued for Fast Cash Advance) that Customer requests. Participant will receive \$4.00 from this fee and Provider and Transmitter will share the remaining portion of this fee. This fee will be withheld from the Customer's refunds and included in their Refund Transfer disclosures, as applicable. If Participant selects the Prep Paid/Fee Collect/Quick Collect program offered by Provider, a \$15.00 fee will be deducted from the Participant Service Fees for each Customer refund and shared with Provider and certain other third parties, except that Bank will not share in this fee. Participant hereby authorizes Provider to offset from Participant's bank account or from Participant Service Fee any amounts owed by Participant to Provider or Provider's affiliated companies (including but not limited to funds or advances to Participant for pre-season or in-season business expenses) now or in the future, regardless of whether such obligation arises under this Agreement or under any other commitment made by Participant. Provider may also offset from Participant Service Fee any amounts owed by Participant to providers of third-party products or services, now or in the future, related to Participant's business or the preparation and filing of tax returns, including but not limited to audit protection or assistance fees, service bureau fees or transmitter software license fees. Provider shall not be responsible to Participant for any Participant Service Fees that cannot be collected. Provider may, in its sole discretion, freeze, reverse, debit or refuse to remit from Provider's account via ACH Participant Service Fee payments (i) that are associated with tax returns that are in dispute or activity that Provider considers fraudulent or suspicious, or that could, in Provider's reasonable determination, result in losses to Provider (for example, if Provider receives notice that multiple refund disbursement checks have been issued or cashed in error), (ii) to ensure Participant's completion of compliance requirements or corrective action, or (iii) to reimburse Provider for payments to Customers due to Participant's noncompliance with contractual or regulatory requirements. Participant Service Fees held by Provider as set forth above may be (i) retained by Provider as payment for its costs and damages, (ii) released or paid to Participant upon Participant's completion or satisfaction of compliance requirements or corrective action, or (iii) paid by Provider to Customers, as applicable. **Notwithstanding the foregoing, after one year all Participant Service Fees held by Provider as set forth above shall be forfeited to Provider as additional consideration owing to Provider under this Agreement.**

4.6 Compliance with Laws. Provider covenants and agrees that all Program documentation provided to Participant, and Provider's performance under this Agreement, shall comply with applicable laws, rules, and regulations.

V. BANK'S DUTIES AND OBLIGATIONS.

5.1 Receipt and Deposit of Refunds. Subject to the terms and conditions of this Agreement, upon receipt of a federal or state refund due to a Customer, Bank shall establish a book entry for the Customer. Bank shall deposit the refunds into an account in the name of Bank used to hold such refunds.



5.2 Authorization of Check. For Customers that authorize delivery of their refunds by Check, Bank shall authorize Participant to deliver to the Customer a Check for the balance of the refunds indicated by Provider to remain after all authorized fees and charges have been deducted.

5.3 Calculation of Amounts. Participant acknowledges that Provider will determine the amounts to be deducted from any refunds, including the fees to be deducted, and will provide to Bank the amount of each deduction, the amount due to the Customer and the delivery instructions of Customer. Bank shall have the right to rely on the information from Provider and shall have no obligation or liability related to any inaccuracy in such amounts or any other instruction that it received from Provider.

5.4 Rights and Limitations. In performing its services, Bank shall not be under any duty to handle the Program funds or any sums in its possession pursuant to this Agreement with any greater degree of care than it gives to other funds held on behalf of its customers. Bank may act in reliance on any instructions that Bank believes to be genuine, and it may assume that any person who provides such instructions on behalf of Participant or Provider has been duly authorized to do so. Bank may act upon advice of counsel with respect to any matter related to this Agreement and shall not be liable for any mistake of fact or error of judgment, or acts or omissions of any kind, unless caused by the willful misconduct of Bank. Bank is not obligated to perform any activity or service related to the Agreement except the actions that are specifically described herein. Bank shall have the right to suspend its services for Participant at any time. Neither Bank nor Provider is responsible for the misapplication of refunds that results from error, negligence or malfeasance on the part of Participant or Participant's offices. In the event Bank or Provider has received the Customer's tax refunds but Bank or Provider is unable to deliver the tax refund proceeds to the Customer for any reason, the funds will be returned to the IRS or the appropriate state taxing authority.

VI. TERM.

6.1 Term. This Agreement shall become effective on the date Participant transmits an Application to Provider and that Application is accepted and processed by Provider and shall continue until December 31, 2022 ("Term"), unless the parties have agreed in writing separately on a longer term, and in such event, such longer term shall apply.

6.2 Termination. This Agreement may be terminated by Provider immediately upon notice to Participant if Provider reasonably suspects that Participant has breached any of the representations made or has materially defaulted in the performance of any of Participant's obligations hereunder. Bank may terminate this Agreement at any time for any reason.

6.3 Return or Destruction of Proprietary Information and Return of Checks. Upon termination of this Agreement, Participant will destroy, or at the request of Provider, return to Provider all proprietary and confidential information received in connection with this Agreement and certify in writing to Provider that Participant has not retained any copies of such proprietary or confidential information. Participant shall also deliver to Provider all Checks provided to Participant by Provider and shall certify in writing to Provider and Bank that all Checks in Participant's possession have been returned.

6.4 Survival. Termination of this Agreement shall not affect the obligations or liabilities of a party arising from events that occurred before the termination. In addition, the obligations described in Sections 3.9, 3.12, 3.20, 3.21, 4.3 (as to return and destruction of Checks), 5.3, 5.4, 6.3, 6.5, 7.2, 9.3, 9.6, 9.8 and 9.13 and Articles VII and VIII shall survive any termination of this Agreement.



6.5 Prior Obligations. Termination of Participant's participation in the Program shall not relieve Participant of any obligations it may have with respect to Program services provided or requested prior to termination.

VII. PRIVACY AND CONFIDENTIALITY.

7.1 Privacy. No party shall make any unauthorized disclosure of or use any personal information of Customers that it receives from the other or on the other's behalf other than to carry out the purposes for which such information is received, and each party shall comply, to the extent applicable, with the Gramm-Leach-Bliley Act of 1999 ("GLBA"), implementing regulations of GLBA, including but not limited to the FTC's Financial Privacy Rule, 16 CFR 313.1 *et seq.*, the FTC Safeguards Rule 16 CFR 314.1 *et seq.*, the FTC Disposal Rule 16 CFR 682.1 *et seq.*, and any other applicable federal or state law privacy requirements and applicable identity theft laws and regulations.

7.2 Confidentiality. Any information related to a Customer's Application or the disbursement of the Customer's refunds which is provided to the Participant by the Customer or by Provider shall be considered confidential information and Participant shall take reasonable precautions to protect the confidential information from disclosure to the same extent that it would safeguard its own confidential information and data. Such confidential information shall not include information which otherwise may be generally available to the public. Participant specifically agrees not to disclose the confidential information to any other person or firm, other than Provider and Bank, except pursuant to court order or subpoena.

7.3 Performance Information Sharing. Participant authorizes Provider to share Participant performance data including volume statistics and funding history with other banks from time to time.

7.4 Security of Customer Information. If a Customer's information becomes compromised in any way, Participant must notify Provider and Bank immediately and take any steps necessary to prevent the information from being further compromised.

VIII. INDEMNITY.

8.1 Indemnification by Participant. Participant shall indemnify, defend, and hold harmless Bank, Provider and their officers, directors, employees, and agents from and against any and all expenses and costs (including reasonable attorneys' fees and court costs) or liabilities (including amounts paid in settlement) incurred by them in connection with any claim, dispute, controversy, or litigation ("Claim") arising out of or resulting from any breach by Participant or any employee or agent of Participant of any of Participant's representations or obligations hereunder.

8.2 Indemnification by Provider. Provider shall indemnify, defend, and hold harmless Participant and Participant's officers, directors, employees, and agents from and against any and all expenses and costs (including reasonable attorney's fees and court costs) or liabilities (including amounts paid in settlement) incurred by any of them in connection with any Claim arising out of or resulting from any breach by Provider of any of Provider's obligations hereunder; provided, Provider shall not be liable to Participant for the foregoing to the extent arising from Participant's material breach of this Agreement, gross negligence or willful misconduct. **To the extent permitted by applicable law, Participant expressly waives any Claim or right of action it could otherwise pursue against Bank and agrees not to pursue or threaten any lawsuit against Bank and instead to assert any rights to monetary compensation arising hereunder solely against Provider.**



IX. OTHER AGREEMENTS.

9.1 Relationship of Parties. Participant, Provider and Bank are each independent parties to this Agreement, and this Agreement shall not establish a joint venture, partnership, agency or employment relationship between any party and any other party for any purpose whatsoever. No party shall hold itself out as having any right, power or authority to create any contract, obligation or commitment on behalf of or binding upon any other party.

9.2 Exclusivity. Participant agrees not to submit Applications for any Program services that Provider makes available, or any products substantially similar thereto, on behalf of any individual to any entity other than Provider while participating in the Program without the express permission from Provider. Any breach of this Section 9.2 will result in Participant's immediate suspension or termination from the Program.

9.3 Audit and Inspection. Upon request, Participant will provide Bank or Provider and/or its accountants, representatives and regulators with access to its offices, employees, and records, sufficient for Bank or Provider and/or its accountants, representatives, and regulators to determine Participant's compliance or non-compliance with the terms of this Agreement, and, within 48 hours after request therefore, will provide Bank or Provider and/or its accountants, representatives, and regulators with copies of any and all documents requested hereunder relating in any way to this Agreement, the Program or any Customer.

9.4 CLASS ACTION WAIVER. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive (except as prohibited by law) any ability to maintain any Class Action in any forum. Any Claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.

9.5 JURY WAIVER. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, UNLESS PROHIBITED BY STATUTE, ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM. NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

9.6 Limitation of Liability. No party shall be liable for incidental, special, indirect, or consequential damage or loss of profits or other benefits, arising out of or in connection with the performance (or failure thereof) of its obligations hereunder, unless such damage or loss arises from that Party's gross negligence or willful misconduct.

9.7 Excusable Delay. No party shall be liable to any other party for any delay in performance or nonperformance of its obligations under this Agreement where such delay or nonperformance is caused by circumstances or acts beyond its control, including failure of communication lines, equipment or systems of third parties; acts of God; civil disturbances; pandemics; war or other violence; strikes or labor disputes. In the event of any force majeure occurrence as set forth in this Section, the disabled party shall use its best efforts to meet its obligations as set forth in this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform and of any developments (or changes therein) that appear likely to affect the ability of that party to perform any of its obligation hereunder in whole or in a part.



9.8 Attorneys' Fees. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees and court cost, incurred by the prevailing party to enforce this Agreement, including collection of amounts owed under this Agreement.

9.9 Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given on the date of delivery, if made personally or by electronic transmission, or on the second business day after mailing, if mailed by registered or certified mail, return receipt requested. Notices shall be sent to Provider at PO Box 70010, Attn: Professional Division, Pasadena, CA 91117, with a copy to Provider's Legal Department at 3465 East Foothill Boulevard, Pasadena, CA 91107, or to legalnotices@greendotcorp.com, and to Participant at the address on file in Provider's records or such different address as Participant may provide to Provider by notice in accordance with this Section 9.9. Notices to Bank shall be sent to the attention of Richard J. Dutton, Civista Bank, 100 E. Water Street, Sandusky, Ohio 44870.

9.10 Integration. This Agreement expresses the entire understanding and agreement of the parties concerning to the subject matter hereof, and supersedes all prior agreements, understandings, and arrangements or commitments with respect to such subject matter, written or oral.

9.11 Background and Credit Checks. Participant agrees to provide all requested information to Provider in connection with being considered to participate in, and to continue to participate in the Program, including requested information regarding any Related Person. Prior to and during the Term, Participant hereby authorizes Provider to obtain information from third parties including consumer reporting agencies, and any third party database that is not consumer reporting agency bearing on Participant's background and reputation, and hereby authorizes such third parties to provide such information to Provider. Participant understands and agrees that such information may include background checks, consumer reports from a consumer reporting agency, reports from any third party databases that are not consumer reporting agencies, and hereby consents to all such requests for information or background checks. Participant agrees to bear the cost of such third party services and Provider may bill and withhold such amounts from Participant Service Fees to be remitted to Participant under this Agreement.

9.12 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the United States and, to the extent state laws applies, the substantive laws of the State of Ohio.

9.13 Waiver. The delay or failure of a party to insist upon another party's compliance with or performance with any term or condition of this Agreement shall not be deemed a waiver of such term or condition; and no waiver shall be binding upon a party unless in writing and signed by such party, and shall then be binding only for that particular instance.

9.14 Assignment. This Agreement is binding on the parties hereto and their successors. Bank or Provider may assign its rights and obligations under this Agreement, but Participant may not assign its rights or obligations under this Agreement without the prior written consent of Bank and Provider.

9.15 Compliance. Participant agrees that Participant is in compliance with the document storage, physical security, data security, training, and advertising standards outlined in this Agreement and in the Program Guidelines, including but not limited to the following:

- Keeping current year Customer documents in a locked room and/or filing cabinet when not in use;
- Keeping prior year Customer documents in a locked room and/or filing cabinet;
- Keeping Check and Card stock in a locked cabinet, safe, or drawer;

- Allowing only Participant or its authorized employees access to Customer documents and information;
- Shredding Customer information when it is not required to be maintained and is no longer needed;
- Requiring users of computers used in the preparation of Customer tax returns to login with a unique user ID and password;
- Running a regularly updated anti-virus software program on all computers used in the preparation of Customer tax returns;
- Ensuring and requiring that all of Participant's employees, contractors, or affiliates who will offer or discuss tax refund products or services or who have access to Customer information in conjunction with tax refund products will take the online training course required by Provider.

9.16 AGREEMENT AND CONSENT. By providing this Agreement to Participant and making the Program available through Participant, Provider and Bank agree to be bound by this Agreement. Participant: (1) certifies that Participant has been approved by the IRS to prepare and electronically file income tax returns, and that Participant has a current and valid EFIN; (2) acknowledges that Participant has read, understands and agrees to be bound by all of the terms and conditions set forth in this Agreement; and (3) authorizes Provider to conduct background and credit checks pursuant to Section 9.11 of this Agreement. Participant's and Provider's consent and agreement to all terms and conditions herein will be irrevocably confirmed when Participant transmits an Application to Provider and that Application is accepted and processed by Provider. These terms may be amended and agreed upon by all parties by Provider providing written notice of such amended terms to Participant, Participant transmitting an Application to Provider after receipt of such amended terms, and Provider accepting and processing the Application.