

Republic Bank Tax Refund Solutions ERO Agreement

This Republic Bank Tax Refund Solutions ERO Agreement (the "Agreement") including the Guidelines, as defined below and incorporated herein, is made between Republic Bank & Trust Company ("Republic") and the Electronic Filing Identification Number ("EFIN") owner and electronic return originator (hereinafter referred to as "ERO"), in order to govern ERO's participation in the Electronic Bank Product Program (the "Program") offered by Republic in connection with ERO's preparation of income tax returns for the calendar year 2025 to be filed in the 2026 tax season.

The parties agree as follows:

1. Term. This Agreement is effective when ERO accepts it, electronically or otherwise, or ERO first files a **Bank Product Application and Agreement** (the "Application", including all disclosures or other documents required by Republic to be provided to taxpayers) on behalf of the taxpayer and it is received by Republic, and terminates **November 30, 2026**. The signatures of the parties are not required to bind this Agreement as the terms and conditions will be agreed upon with the performance of the parties as set forth.

2. The Program.

2.1 A qualified taxpayer, acting with ERO as the taxpayer's agent, may apply to Republic for an Easy Advance (if offered by ERO), an Easy100 (if offered by ERO), and/or a December Dollars Advance (if offered by ERO), each of which is a loan secured by the taxpayer's tax refund, and/or a Refund Transfer, which is the taxpayer's receipt of his/her tax refund, by check, direct deposit, or prepaid card, less fees authorized by the taxpayer, (collectively, Easy Advances, Easy100s, December Dollars Advances, and Refund Transfers hereinafter referred to as "Bank Products") from Republic by submitting an Application which will be in such form as determined by Republic.

2.2 ERO agrees that Republic, in its sole discretion, will underwrite and approve or deny any taxpayer Application for any reason.

2.3 Republic, without notice and without any liability to ERO or its taxpayer clients, may suspend, terminate, or change the Program, partially or in its entirety, at any time, for any reason.

3. Representations and Warranties of ERO. ERO represents and warrants to Republic as follows:

3.1 Republic shall be the sole bank or entity utilized by ERO to provide products and services to taxpayers, unless otherwise consented to by Republic in writing.

3.2 ERO shall oversee the accurate completion of the Application and all disclosures and shall deliver copies of the Application and all disclosures, documents or information required by Republic, to the taxpayer.

3.3 ERO will comply with all applicable state, local and federal laws, regulations, and circulars with respect to the Program and tax preparation. ERO represents and warrants to Republic that it possesses all required approvals, licenses and certifications required by federal, state and local laws and regulations for preparing taxes and facilitating Bank Products pursuant to the Program. Additionally, ERO will use reasonable due diligence by following all Internal Revenue Service ("IRS") e-file rules and requirements, as described by IRS Publication 1345, to ascertain the accuracy of all Applications and tax returns prepared.

3.4 ERO represents and warrants to Republic that it (i) is in compliance with all applicable Law, Regulations, and Regulatory Guidance, including Consumer Privacy Laws, and shall be solely responsible for compliance with all applicable Law, Regulations, and Regulatory Guidance with respect to Privacy of Consumer Information, the Program and the Program's performance under the terms of this Agreement, and (ii) it possesses all approvals, permits, memberships, contracts, licenses, required education and training, and identification numbers, including an Electronic Filing Identification Number ("EFIN"), necessary to conduct its business and that all employed or contracted tax preparers have registered with the IRS and possess a Preparer Tax Identification Number ("PTIN"). ERO further represents and warrants that it is not the subject of, and has not been the subject of, any fines, corrective actions or official orders related to violations of Law or consumer compliance regulations relative to tax preparation or consumer lending.

3.5 The execution, delivery and performance of this Agreement by ERO has been fully authorized, and will not result in any violation of, conflict with, or result in a default under any agreement, instrument, undertaking, judgment, decree, order, statute, rule or governmental regulation applicable to ERO.

4. Agreement of ERO.

4.1 If ERO or any of its officers, directors, shareholders, or employees has ever been, or subsequently is denied its request to the IRS for an EFIN or PTIN, or by any state for any required approvals, licenses or permits, ERO shall immediately notify Republic. In addition, ERO agrees not to share or lend its EFIN or PTIN, or other identification number or permit, to another tax preparer.

4.2 Republic may make a taxpayer database and/or reports of ERO's clients available for access by ERO for the convenience of ERO only. ERO acknowledges that Republic makes no representation or warranty regarding the accuracy or completeness of any information on any database or report furnished to ERO and Republic shall have no liability to ERO or its clients by reason of any information on a database or report being inaccurate or incomplete.

4.3 ERO agrees to follow Republic's policies and procedures existing from time to time regarding the Program, including Republic's Program Guidelines (the "Guidelines"), a copy of which will be provided to ERO, and the provisions of which are incorporated in this Agreement. Republic reserves the right, in its sole discretion, to amend or supplement the Guidelines from time to time and to establish additional or alternative policies and procedures relating to the Program. Such amendments or supplements will be provided to ERO in writing. ERO agrees to receive all such communication from Republic via email and in electronic form.

4.4 ERO agrees to take all training courses required by Republic. Furthermore, ERO agrees to require all of ERO's employees, contractors or affiliates, who have access to Confidential Information, as defined in Section 8 below, and/or will be offering or discussing the Program and the products offered, in conjunction with tax preparation services, to take all training courses required by Republic, pass any tests administered by Republic and obtain a Republic Bank Identification Number ("RBIN"). Additionally, ERO agrees to take, and require all necessary employees to take, all training courses required by federal and state law or regulations. ERO warrants to Republic that ERO and all employees will be trained on and comply with Republic's policies and procedures regarding the Program, including the Guidelines, before offering or discussing the Program and the products offered in conjunction with tax preparation services with any taxpayer.

- 4.5 ERO agrees to serve as agent to its taxpayer clients who apply for a Bank Product to deliver all disclosures and obtain all required consent from its taxpayer clients to submit the Application and other required information to Republic.
- 4.6 ERO shall operate only physical locations and only use EFINs approved by Republic. ERO shall not use internet websites, other physical locations, or drop off collection points for the Application.
- 4.7 ERO shall not assist anyone in fraudulently completing a tax return or obtaining a Bank Product, and shall notify Republic immediately of any attempt to obtain a Bank Product by fraud, whether such fraud is in the Application or a taxpayer's return. In the event that Republic, in its sole discretion, suspects and/or verifies fraud, ERO agrees that Republic may suspend ERO's ability to offer the Bank Products and suspend processing Applications and/or return taxpayer funds, including tax preparation fees, to the IRS and/or state taxing authorities. ERO, its officers, directors and employees (or similarly situated persons) shall be jointly and severally liable to Republic for any losses incurred by Republic resulting from the failure of ERO to use all reasonable due diligence and fraud prevention measures.
- 4.8 ERO shall provide that the fees withheld from a taxpayer's refund and paid to ERO or others on behalf of the taxpayer, are: charged in accordance with the Guidelines; placed in the correct fee field in the tax preparation software; authorized by the taxpayer to be deducted from the taxpayer's refund; and solely related to the preparation of the current year tax return.
- 4.9 ERO agrees to not charge higher tax preparation fees for similar services offered to taxpayers applying for a Bank Product or taxpayers who claim the Earned Income Tax Credit ("EITC").
- 4.10 ERO agrees to practice reasonable due diligence in submitting Applications. Additionally, ERO agrees that Republic may (i) withhold any and/or all of ERO's fees, or (ii) debit the bank account provided to Republic for the deposit of fees owed to the ERO, to indemnify Republic for all fraud losses resulting from ERO's failure to use reasonable due diligence and fraud prevention measures.
- 4.11 ERO agrees to provide all required disclosures, including advertising, postings, written or oral disclosures, to the taxpayer and obtain signatures on all documents required by Republic, federal, state and/or local Laws and regulations, including the Application, before electronically transmitting the Application to Republic.
- 4.12 ERO agrees to provide the taxpayer an opportunity to read and understand the Application, disclosures, documents or information, to explain the Application to the taxpayer in its entirety and ensure the Application is understood by the taxpayer. Additionally, ERO agrees to ensure that each taxpayer signs and properly completes the Application, in all respects, prior to submitting to Republic.
- 4.13 ERO agrees that it shall not (i) hold any taxpayer's funds disbursed by Republic, for any reason, or (ii) require any taxpayer to repay any debt the taxpayer may owe ERO with any funds disbursed to the taxpayer by Republic.
- 4.14 ERO agrees that it shall supply Republic with original copies of the Application, disclosures, documents or information signed by the taxpayer upon the request of Republic, its auditors or service providers within three (3) business days of the request and will comply with any request for access to ERO's premises and records for audit purposes by Republic, its auditors or regulatory agencies. If, for any reason, Republic determines that it must audit ERO more than one time during the same tax season in order to assure compliance with Republic's policies and procedures, ERO agrees to reimburse Republic, upon Republic's request, for all costs related to any subsequent visit. Further, ERO will retain all Applications in a safe, secure and confidential manner pursuant to the retention, security and confidentiality requirements set out in the Guidelines.
- 4.15 Upon the earlier of (i) the termination of this Agreement, or (ii) the cessation by ERO of the submission of Applications, ERO shall promptly return to Republic any Confidential Information, as defined in Section 8 below, of Republic, including, but not limited to, all Applications, checks, forms and documents designed or used in connection with the Program, and shall shred all voided, damaged and unused documents and checks. Such obligations will survive the termination of this Agreement.
- 4.16 ERO acknowledges that it will have custody of Republic Bank Product checks and check stock. ERO agrees to keep check stock in a locked safe, drawer or cabinet with reasonable access and security safeguards in place. ERO agrees that voided and damaged checks will be destroyed. ERO further agrees to use, complete, handle and disburse checks strictly in accordance with the requirements set forth in this Agreement and the Guidelines. ERO will only deliver the Bank Product check to the taxpayer if the Itemization of Fees is attached and printed and all ERO's fees are accurately disclosed thereon. ERO agrees to indemnify Republic if ERO releases any duplicate checks or delivers a check to an incorrect customer. Furthermore, ERO agrees that Republic may withhold any and/or all of ERO's fees in order to indemnify Republic if ERO releases any duplicate checks or delivers a check to an incorrect customer.
- 4.17 ERO agrees to submit any and all Bank Product training, advertising, and/or marketing material including but not limited to: point-of-sale materials, direct mail pieces, newsletters, radio/television scripts/video, newspaper/magazine advertisements, internet websites or advertisements, social media websites, emails, announcements, and/or presentations, including any changes to the same, to Republic, on or before deadlines set by Republic, for approval prior to Participant's use of any such materials.
- 4.18 ERO agrees to notify Republic prior to implementing any critical changes in policies, procedures, or training that would affect product delivery, solicitation, marketing or the offering of Republic's Bank Products.
- 4.19 ERO agrees to forward all verbal and written complaints regarding Bank Products and/or the Program to Republic within two days of receipt of the complaint.
- 4.20 ERO agrees that Republic, at its discretion, may request ERO's and its officers' credit reports and/or background information to determine eligibility for acceptance or continuation of ERO with the Program. ERO agrees that if its relationship with Republic is in conjunction with ERO's affiliation with a service bureau or tax preparation software provider, Republic may share information regarding ERO and/or the Taxpayers with such service bureau or tax preparation software provider.
- 4.21 ERO agrees that Republic, without any liability to ERO, may withhold any fees due to ERO for any one or more of the following: (i) if ERO or any of its officers, directors, shareholders or employees has ever been denied a request to the IRS for an EFIN or PTIN and a reasonable explanation for such denial, judged in the sole discretion of Republic, has not been furnished to Republic; (ii) a violation by ERO of any provision of this Agreement or any policy or procedure contained herein or in the Guidelines; (iii) ERO elects to wind up or dissolve its operations, is involuntarily wound up and dissolved, or becomes insolvent, incurs a material adverse change in its financial condition, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy

for its reorganization, or is adjudicated as bankrupt or insolvent; (iv) termination of the Program by Republic; (v) ERO obtains tax-related financial products for its taxpayer clients from any party other than Republic, or works with any other person or entity which provides tax-related financial products, without the prior written consent of Republic; or (vi) if any fraudulent returns are submitted to the IRS under the Program by ERO. Further, ERO agrees that if its EFIN is terminated, deleted, or inactivated by the IRS during a tax season such that ERO's prepared tax returns cannot get acknowledged and processed by the IRS, then ERO is responsible, and will indemnify Republic, for any losses incurred by Republic as a result of such unacknowledged and unprocessed tax returns.

4.22 ERO agrees to ensure that ERO and its tax preparers do not self-prepare their taxes and subsequently apply for an Easy Advance, an Easy100, a December Dollars Advance, or a Refund Transfer.

4.23 ERO agrees that payments to Republic for an approved Easy Advance, Easy100, or December Dollars Advance may be deducted from any fees due to the ERO. Any outstanding amounts owed to Republic by the ERO for an approved Easy Advance, Easy100, or December Dollars Advance may be debited from the bank account provided to Republic for the deposit of fees owed to the ERO.

4.24 ERO agrees not to (i) charge the taxpayer applying for the Easy Advance, an Easy100, or a December Dollars Advance to pay the fee due from the ERO associated with an approved Easy Advance, Easy100, or December Dollars Advance, (ii) charge the taxpayer any additional fee to facilitate applying for or obtaining an Easy Advance, an Easy100, or a December Dollars Advance, or (iii) require the taxpayer to obtain any additional product to obtain an Easy Advance, an Easy100, or a December Dollars Advance.

4.25 ERO agrees not to accept any taxpayer's Easy Advance, Easy100, or December Dollars Advance proceeds as payment for tax preparation fees owed to ERO by the taxpayer.

4.26 ERO agrees that in the event ERO experiences excessive delinquency (as determined by Republic in its sole discretion based on guidelines set forth periodically on the Taxpayer Information Center for the Program) related to the Easy Advance, Easy100, or December Dollars Advance product or similar programs or products offered to ERO's taxpayer clients, in addition to delinquencies associated with any fee advance program offered to ERO by Republic, ERO may forfeit any anticipated incentive monies or rebates offered by Republic to ERO. ERO agrees that any such forfeiture will be determined in Republic's sole discretion.

4.27 ERO agrees to receive Program information, updates, and reminders by electronic means, including email and text message from Republic.

5. Agreement of Republic.

5.1 Republic shall promptly respond to inquiries of ERO and its authorized employees regarding the Program and the status of Bank Products being processed by Republic. Republic shall reasonably assist ERO and/or taxpayers by providing information on how to complete and deliver the Application, disclosures, documents or information and participate in the Program.

5.2 In all cases of Refund Transfers, Republic will pay fees and charges due from the taxpayer to ERO, after all fees are paid to Republic, on the next fee payment cycle after the taxpayer's refund is received from the IRS or state taxing authority; provided however, the amount of the total fees paid to ERO shall not exceed those set out in the Guidelines. Republic shall, however, deduct from fees due to ERO, any amounts owed to Republic by ERO. Furthermore, if ERO's relationship with Republic is in conjunction with ERO's affiliation with a service bureau and/or tax preparation software provider, Republic, at the affiliated service bureau's and/or tax preparation software provider's direction, shall deduct certain amounts, as determined solely by the affiliated service bureau and/or tax preparation software provider, from the fees and charges due ERO and pay said fees to the service bureau and/or tax preparation software provider. Republic shall not be held liable for and ERO agrees to hold Republic harmless for any action or payment made as instructed by the affiliated service bureau and/or the tax software provider.

5.3 Republic may provide an incentive or rebate to ERO depending on ERO's tax software and/or pricing program during the tax season. Incentives and rebates are based on the volume of Refund Transfers processed and an ERO may not be eligible for an incentive or rebate based on its volume of Refund Transfers processed during the tax season. In addition to any Program changes, Republic reserves the right to make changes to its incentive and rebate payments during the tax season, including but not limited to changes to rebate tiers and other criteria. An ERO and its office must be in good standing under the Program, to be determined in Republic's sole discretion, to qualify for Republic's incentive and rebate payments.

6. Status of the Parties.

6.1 In performing their responsibilities pursuant to this Agreement, the relationship between Republic and ERO is that of independent contractors. This Agreement does not create a relationship of partner or joint venture or other relationship hereto as employee or agent of the other. No party hereto shall represent that its relationship with the other is anything but that of an independent contractor.

6.2 Any third party used by ERO to perform any of its responsibilities under this Agreement is deemed to be an agent of ERO and not the agent of Republic. ERO is fully responsible for the fees and actions of any such third party with respect to its services and performance and to assure that such service or performance is in compliance with the terms of this Agreement, the Guidelines and Program requirements.

7. Termination.

7.1 Republic, without any liability to ERO, may, without notice, terminate this Agreement at any time.

7.2 Republic, without any liability to ERO or its taxpayer clients, may suspend, terminate, change or limit ERO's participation in the Program, in its entirety, or partially, at any time, for any reason, including, but not limited to, any one or more of the following: (i) legal, regulatory or operational problems, or both, make the Program economically impracticable or infeasible in whole or in part: (ii) the United States government or any agency thereof, or any state or local government or any agency thereof, takes, or fails to take, such action which in the sole judgment and discretion of Republic is inconsistent with the continuation of the Bank Product Program or with Republic's best interests; (iii) ERO is not in compliance with any provision of this Agreement or the Guidelines; or (iv) ERO is not in compliance with any franchise agreement, service bureau agreement, or other similar agreement pursuant to which ERO operates its tax preparation business.

7.3 Amounts owed from ERO to Republic shall remain due and payable after termination by either party.

7.4 In the event of termination under this section, ERO shall be responsible for, and shall in all cases indemnify and hold Republic harmless from, any losses, including attorney fees, resulting from ERO's failure to adhere to the terms of this Agreement and/or Guidelines. Additionally, ERO agrees that Republic may withhold any and/or all of ERO's fees to indemnify Republic for any amounts owed to Republic pursuant to ERO's indemnification obligations to Republic under this Agreement.

7.5 Upon termination of this Agreement, ERO agrees to (i) return all Confidential Information, including, but not limited to, all Applications, cards, checks, forms and documents designed or used in connection with the Program, (ii) shred all voided, damaged and unused documents and checks, and (iii) remove all content from ERO's websites and advertising, including all social media, regarding Republic's Bank Products. Such obligations survive the termination of this Agreement.

7.6 Upon termination under this section 7, ERO acknowledges and agrees that it will forfeit any and all incentives and/or rebates contemplated or otherwise offered to ERO by Republic.

8. Confidential Information.

8.1 In performing its obligations pursuant to this Agreement, ERO may, with or without consent, gain access to certain confidential proprietary information about the Program, including Republic's marketing philosophies and objectives, competitive advantages and disadvantages, technological development, sales volumes, information relating to the software, names, addresses and account numbers of Republic and ERO's clients, completed Applications and any other Republic documents, or other information of the business affairs of Republic which Republic reasonably considers confidential and/or proprietary (collectively referred to herein as "Confidential Information"). ERO agrees to maintain as proprietary and confidential all such Confidential Information and further agrees not to use such Confidential Information, nor to disclose such Confidential Information to any third party, except in performing its obligations pursuant to this Agreement and as authorized by taxpayers. Section 501(b)(3) of the Gramm-Leach-Bliley Act states that information security standards must include various safeguards to protect against not only "unauthorized access to" but also the "use of" Confidential Information relating to taxpayers that could result in "substantial harm or inconvenience to any customer." In that regard, Confidential Information includes, but is not limited to, taxpayers' names, social security numbers, dates of birth, addresses, phone numbers, financial information as to loans or other products with Republic or other loans or accounts or tax information with other financial institutions, bankruptcy, employer names and phone numbers.

8.2 ERO warrants to Republic that it is in compliance with all security policies and procedures, as set forth in the Guidelines, and such reasonable and appropriate safeguards are and will remain in place. Furthermore, ERO agrees to protect all Confidential Information by utilizing appropriate means including, but not limited to, the following electronic means: firewalls, anti-virus software, secure networks, utilizing tax preparation software with encrypted data transfer, and software security controls (computer usernames and passwords) and such appropriate physical security methods including, but not limited to, storage of all Confidential Information not in use and appropriate access and security measures for its office location(s). ERO will provide training to all employees and contractors as to such electronic and physical security measures. ERO shall, at no time, allow public access to Confidential Information. ERO agrees to keep all Confidential Information, maintained in physical paper form, in locked filing cabinets and/or behind a locked door at all times, and shall properly dispose of Confidential Information that is not required to be retained in accordance with the Guidelines. Furthermore, ERO shall not take any Confidential Information, in any form, out of the United States.

8.3 ERO will immediately provide Republic notice of any breach resulting in unauthorized intrusion(s), loss or theft of the Confidential Information and shall specify the corrective action taken by ERO to regain possession or limit disclosure of the Confidential Information. ERO shall assess the nature and scope of any incident and specifically identify the Confidential Information that has or may have been lost or stolen and potentially improperly accessed or misused. ERO shall take appropriate steps to contain and control any incident of breach of security relating to the Confidential Information, assist Republic with all reasonably requested steps needed to make all notifications required by Republic of any such breach, prevent harm or inconvenience from such breach and agrees, upon request, to indemnify Republic for any loss or costs associated with any breach of security or unauthorized disclosure, including required notices.

9. Miscellaneous.

9.1 Other than as set out below, each Party hereto will bear all expenses connected with its performance of its obligations under this Agreement, and no party will have the right to incur any expense or liability on behalf of any other party.

9.2 Republic is not liable to ERO or its clients or agents for any consequential, incidental, indirect or special damages, or the loss of profits, income or other benefits, arising out of or in connection with this Agreement or the services performed hereunder.

9.3 ERO shall indemnify, hold harmless and reimburse Republic, its officers, directors, employees and agents, for all expenses and costs, reasonable attorney's fees, judgments, penalties, damages, direct expenses and other payments in connection with any claims, disputes, controversies or litigation with respect to (i) anything wrongfully done or not done by ERO, (ii) the violation of any laws, rules or regulations applicable to ERO in connection with the submission of the Application, or (iii) ERO's violation of this Agreement, whether or not this Agreement is terminated by Republic.

9.4 Republic reserves the right to share ERO information with all other Bank Product or tax-related financial product providers. ERO information includes, but is not limited to, EFIN, EFIN owner's name, business name, business owner's name, associated service bureau, and current and prior tax year statistics and performance. Further, ERO agrees that certain information, including but not limited to, taxpayer funding data and enrollment status, may be shared with Republic by ERO's tax software company/transmitter.

9.5 Republic Bank & Trust Company, Republic Bank and Republic Bank Tax Refund Solutions trademarks, names and logos cannot be used in conjunction with any advertising, with the exception of those materials provided by or purchased from Republic, without written consent from Republic.

9.6 During the term of this Agreement and following its termination, all completed Applications and copies of disclosures, documents or information remain the property of Republic and the rights, agreements, representations and warranties of the parties pursuant to this Agreement, survive termination.

9.7 This Agreement and its rights and duties may not be assigned by ERO without prior written consent of Republic.

9.8 If any provision of this Agreement is prohibited by or deemed invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity; the remainder of such provision or the remaining provisions of this Agreement will remain enforceable. Any headings or captions are intended solely for convenience or reference purposes and do not constitute part of this Agreement.

9.9 This Agreement will be governed by federal law and the law of the Commonwealth of Kentucky without regard to the conflict of law provisions thereof, is binding upon both parties and their respective successors and assigns, and inures to the benefit of both parties and their respective officers, directors, shareholders, employees, agents successors and permitted assigns. ERO and Republic agree to submit exclusively to courts of jurisdiction in the Commonwealth of Kentucky for all purposes of enforcing or construing this Agreement, or commencing any actions to enforce or construe this Agreement.

9.10 This Agreement and the Guidelines contain the entire understanding of the parties hereto with respect to the subject matter of this Agreement. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between Republic and ERO with respect to such matter. Only a written instrument duly executed and delivered by the parties hereto, or their approved assignees, may amend this Agreement.

9.11 Except as otherwise provided in this Agreement, the remedies provided herein are cumulative and do not preclude the assertion by either party of any other rights or any other remedies against the other party. Neither party shall be deemed to have waived, nor be estopped from asserting, any of its rights, powers or remedies under this Agreement unless such waiver is approved in writing by the waiving party.

9.12 Sections 4.7, 4.10, 4.13, 4.14, 4.15, 4.16, 4.19, 4.20, 4.21, 4.23, 4.26, 4.27, 7.3, 7.4, 7.5, 7.6, 8, 9.3, 9.4, 9.6, 9.9, and 9.11 shall survive the termination or expiration of this Agreement.