

**PATHWARD, N.A., REFUND DISBURSEMENT SERVICE DISCLOSURES
PLEASE READ THIS IMPORTANT INFORMATION BEFORE SIGNING THE APPLICATION**

If you are owed a federal tax refund, you have the right to choose how you will receive the refund. There are several options available to you. Some options are free. The Tax Refund Disbursement Service Option is not a free option, and the fees are outlined below.

You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. The IRS can send your refund either by check mailed directly to you by U.S. Mail, or by direct deposit to your bank/credit union account. Options available to you to receive your refund directly from the IRS include:

Filing Method	Disbursement	Estimated Availability of Funds *	Tax Preparation Fees
Paper Return	IRS Issued Check	6 months or more	You Pay Preparer Directly
Paper Return	IRS Direct Deposit	6 months or more	You Pay Preparer Directly
E-File	IRS Issued Check	21 to 28 days	You Pay Preparer Directly
E-File	IRS Direct Deposit	Less than 21 days	You Pay Preparer Directly

*The estimates shown above are from the IRS and do not include any additional time that may be required for your bank to make the funds available to you after the refund is deposited to your account, or for IRS mail delivery. Taxpayers who claim the Earned Income Tax Credit or the Additional Child Tax Credit may experience a refund hold.

You may also file your state tax return and obtain your refund directly from the State taxing authority for free.

You can file your federal or state tax return electronically and obtain your refund through the Refund Disbursement Service provided by Pathward, National Association (hereinafter referred to as "we," "us," and "our") for a fee. If you choose to receive your refund through our Refund Disbursement Service (the "Disbursement Service" or "Service"), your tax refund will be sent by the government to a temporary special purpose deposit account with us, from which we will send you the refund amount after we have made all deductions authorized by you. The table below contains information about the Service:

Filing Method	Disbursement Options Available	IRS Estimated Availability of Funds	Tax Preparation Fees and other Authorized Disbursements
E-File	Check, Direct Deposit*, Prepaid Card**	Less than 21 days	Paid from Refund Proceeds

* Please allow additional time for direct deposit processing at your bank. **Check with your Tax Preparer for availability.

Fees related to the Service: If you decide to use our Service, fees vary based upon the disbursement option you select. These options and fees are set out in the chart below. A 1st refund disbursement fee is charged if you receive just one tax refund (whether federal or state). Additional disbursement fees are charged for all deposits received after the 1st Refund. If you use our Service, the disbursement fees charged will be deducted from the tax refund proceeds you receive and can reduce the amount you can expect from your tax refund.

Disbursement Options and Costs (Fees vary)	Disbursement Fees
New FasterMoney® Discover Prepaid Card (obtained from your Tax Preparer). Refund Disbursement Fees apply. No fees for Refund Advance Loan disbursements. No in-network ATM fees when receiving Refund Advance Loan disbursement on card. No monthly fees for the first 30 days after issuance. Card will be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card.	1st Deposit: \$20.00 Other Deposits: \$14.00
Paper Check. By selecting the paper check option, you authorize and direct us to issue a check payable to you and deliver it to your Tax Preparer or to your address. If you present your paper check for payment after December 31, 2023, or more than 90 days from its issue date, the funds will no longer be valid and may result in additional fees imposed by your bank.	1st Deposit: \$20.00 Other Deposits: \$14.00
ACH Credit (direct deposit) to existing bank account or other prepaid card. Refund Advance Loan disbursements not available. Rejected disbursements will be disbursed via paper check and the paper check fees will apply. By selecting the option for an ACH credit (direct deposit) to an existing bank account, you authorize Pathward as of the date you sign this Agreement (defined below) to initiate a one-time ACH debit from the personal bank account designated in this Agreement if (i) your federal and state refund proceeds are not sufficient to cover the amount of fees and charges for products or services set forth in this Agreement or your refund proceeds are delayed, and (ii) your Tax Preparer (defined below) has not opted out of this option or has not opted you, specifically, out of this option. This authorized debit will cover such fees as tax preparation, document preparation, and electronic filing fees. You may also cancel this one-time ACH debit by notifying Pathward at least three (3) business days prior to the date that your account is scheduled to be debited, which will be 05-02-2023 if that date is a Friday or, if that date is not a Friday, the Friday immediately thereafter, by writing to us at: 5501 S. Broadband Lane, Sioux Falls, SD 57108. If you have questions or concerns, please contact Pathward at 888-782-0860.	1st Deposit: \$20.00 Other Deposits: \$14.00

Other important information:

- No one can guarantee whether, when or in what amount a tax refund will be issued. Neither the IRS nor state revenue departments guarantees a specific date that a tax refund will be received by mail or deposited to a bank account, whether or not you use this Service.
- The use of our Service will not provide a speedier payment of your refund than you can obtain for yourself through electronic filing and requesting the direct deposit to your own bank or credit union account.
- If you are receiving a refund, note that decreasing your tax withholdings in a future year could increase your net pay amount (take-home pay). Consult with tax advisor for tax planning advice.
- For other low-cost deposit accounts and prepaid cards offered by Pathward, N.A., visit www.myfastermoney.com.
- Once your tax return is filed, you may visit <https://www.irs.gov/> and click on 'Get Your Refund Status' to learn information about the processing of your refund.

REFUND DISBURSEMENT SERVICE APPLICATION AND AGREEMENT

1. **Parties.** In this Refund Disbursement Service Application ("**Application**"), as well as the attached Refund Disbursement Agreement ("**Agreement**" or collectively the "**Application and Agreement**"), the terms "**you**" and "**your**" mean the person signing as the "**Applicant**" (or, if a joint return is being filed, both "**Primary Applicant**" and "**Joint Applicant**"). The terms "**Pathward**" "**we**," "**us**," and "**our**" mean Pathward, National Association.
2. **REFUND DISBURSEMENT SERVICE.** You authorize us (i) to set up a "TEMPORARY SPECIAL PURPOSE DEPOSIT BANK ACCOUNT" (the "**Account**") for you to receive a direct deposit of your tax refund(s) as well as any and all funds sent to us for disbursement from the Internal Revenue Service ("**IRS**") and/or state taxing authorities ("**Tax Refund(s)**"); (ii) to hold the Tax Refund(s) proceeds temporarily in escrow in the Account for the disbursements authorized herein; and (iii) to disburse all fees and charges, including but not limited to any Refund Disbursement Fees and tax preparation fees, and other authorized amounts (the "**Refund Disbursement Service**" or "**Service**").
3. **DEPOSITS AND AUTHORIZED DISTRIBUTIONS FROM ACCOUNT.** You agree the Account will be set up to receive the electronic direct deposit of your federal and/or state Tax Refund(s). You authorize us to distribute first from the Account all authorized deductions itemized below (including fees owing to us) and amounts owing to third parties, with the remaining balance of your Tax Refund(s), if any, to be distributed to you as directed herein. Furthermore, we will hold your Tax Refund(s) in this Account solely for your benefit and only until your Tax Refund(s) have been fully disbursed, and thereafter we will terminate and close the account. You cannot make any deposits into the Account other than your Tax Refunds. You cannot make any withdrawals from this Account except as authorized herein or take any other action with respect to the Account. The Account is non-interest bearing so you will receive no interest on funds (your Tax Refund proceeds) held in the Account.
4. **RECEIPT AND APPLICATION OF TAX REFUND(S).** You authorize your Tax Preparer (as defined below) to direct the IRS (and state taxing authority, if applicable) to disburse your Tax Refund(s) for the 2022 tax year electronically to the Account by direct deposit. You authorize Tax Preparer to submit this Application to us on your behalf. You appoint us as your agent for all purposes necessary to carrying out the Service. You acknowledge that your refund may be delayed if you have claimed the Earned Income Tax Credit or the Additional Child Tax Credit, and it may be delayed or returned to the IRS if fraud or identity theft is suspected.
5. **DISBURSEMENT OPTIONS.** After disbursing the authorized deductions itemized below (including remitting fees and loan payments, if any, owing to us) and amounts owing to third parties, the remaining balance of your Tax Refund(s) will be disbursed to you via prepaid card, paper check, or direct deposit, as you direct. **Please review the Disbursement Options listed above carefully as the fees associated with Tax Refund(s) disbursements vary depending on the option you select. You may select the option in which you wish to receive the proceeds, if any, owing to you.** If information we receive from you or your representative relating to your chosen disbursement option, such as address or bank account information, is inaccurate or incorrect, you will be responsible for any loss as a consequence of any check or funds transfer made using such erroneous information. In addition, if any transfer is rejected by your financial institution, or if a transfer cannot be accomplished for any other reason, then we will deliver the proceeds owing to you by paper check, and the applicable disbursement fees for "Paper Check" will apply.
6. **USE AND DISCLOSURE OF TAX RETURN INFORMATION.** You authorize us to use your 2022 tax return and refund information to offer the Services. You authorize us to share your 2022 tax return and refund information with (i) your Tax Preparer, (ii) any applicable service bureau, transmitter, and third parties involved in the Service, and/or (iii) others (including governmental entities) as necessary for the Service and to detect or report suspicious or fraudulent tax returns and/or possible fraudulent activity, as permitted by law. You authorize us to provide your Tax Preparer and any applicable service bureau and/or transmitter information regarding the Account and to perform any actions they deem necessary to verify the accuracy of information contained in this Agreement. You agree we may submit inquiries to the IRS and or state taxing authorities to check on the status of your Tax Refund(s). You may not revoke any of the foregoing authorizations except as permitted by applicable law. You may authorize us to share information with certain of our affiliates and non-affiliates by your separate agreement. **For further information about our privacy policies, see the Privacy Policy at the end of this Agreement.**
7. **ACKNOWLEDGEMENT REGARDING TAX PREPARER.** You acknowledge you are receiving and submitting your Application and Agreement to an independent third party authorized to prepare your tax returns (your "**Tax Preparer**"). You have the right to complete and submit your own tax return(s) to the IRS (or state taxing authority) without the use of this Service or without the use of a Tax Preparer. If you elect to use the Service, only returns transmitted to us by a Tax Preparer acceptable to us will be eligible for the Service. Your Tax Preparer is solely responsible for preparing and/or filing your tax returns, and you affirm that you have chosen the Tax Preparer for your own reasons and/or convenience, without our recommendation or endorsement. We will not verify the Tax Preparer's returns for accuracy, compliance, completeness or filing errors. You agree that your Tax Preparer (i) is fully authorized to act as your agent for all purposes necessary to effect the purpose of this Agreement, (ii) has so acted as your agent in connection with the completion and transmission of this Agreement to us, (iii) is acting as your agent to arrange and/or accept delivery of your Paper Check(s) or Prepaid Card as selected by you under this Application and Agreement, if any. You authorize us to rely upon information communicated on your behalf by the Tax Preparer. You absolve and will not hold us liable if your Tax Preparer (i) negligently or intentionally fails to give us accurate information about you, (ii) makes a mistake in the preparing of your tax return(s) or makes any other error or omission in submitting the same for filing, or (iii) fails to deliver a Paper Check or Prepaid Card to you. You also agree that if we are legally required to give you any specific notices or disclosures, we may deliver such information to your Tax Preparer as your agent.
8. **QUESTIONS AND CONCERNS.** If you have a question regarding the Account or Service, or believe an unauthorized transaction has been made, contact us IMMEDIATELY by telephone at 888-782-0860, or write to 5501 S. Broadband Lane, Sioux Falls, SD 57108 ("**Notice Address**"). Please include your name and account number, and a brief description of the issue, including the amount and date of the transaction in question. We will investigate your question or your claim. You agree to cooperate with us. If you do not contact us within a reasonable time, it may affect our ability to help.

9. **MISCELLANEOUS.** No one can, and we do not, guarantee the amount of your Tax Refund(s), if any, or the date on which any such amount may be received. Furthermore, you understand that your requests made in the Application and Agreement may be denied for any reason. By signing this Application and Agreement, you agree that we may assign, sell, or transfer all or part of our rights arising under this Agreement, in whole or in part, to a third party or to an affiliate. You may not assign your rights and responsibilities under this Agreement. You agree that any document completed and/or signed by you that is sent to us by facsimile or electronic means will be valid and binding as the original of the document in question. This Agreement shall be governed by the laws of the State of South Dakota and applicable federal laws; except that the **Arbitration Provision and Jury Trial Waiver Provision** set forth below shall be governed solely by federal law. The provisions of this Agreement, including but not limited to the Arbitration Provision, shall survive the termination or assignment of this Agreement and/or the completion of the transactions contemplated herein, including the disbursement to you of your net Tax Refund proceeds and/or the filing for protection of the bankruptcy courts by any party to this Agreement. Except as set forth in the Arbitration Provision, if any provision of this Application and Agreement is deemed invalid or prohibited by applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition; but the remainder of such provisions or the remaining provisions of this Agreement will remain enforceable. Any headings or captions are intended solely for convenience or reference purposes and shall not constitute part of this Agreement.

10. **LIABILITY RELEASE AND DAMAGE LIMITATION.** By signing this Application and Agreement, you agree that we are not responsible to reimburse you for any payment or disbursement which is made by us in accordance with this Agreement, and you hereby release us from any such liability for having made such payment or disbursement. You agree that we are not liable or responsible to you or joint recipients of your Tax Refund(s), for (i) a taxing authority's failure to make a Tax Refund payment or disburse a Tax Refund in a complete or timely fashion, (ii) a taxing authority's allowance of an off-set against your Tax Refund(s), or paying your Tax Refund(s) to an improper taxpayer or account, or (iii) a Tax Preparer's acts, errors or omission of in (a) preparing and/or filing your return, (b) handling or delivering of any check or Prepaid Card as required herein, or (c) complying with its duties under this Agreement. Subject to the foregoing, we will not be liable to you under the Agreement or Service, except for our own and unilateral failure to exercise ordinary care in carrying out the Service and except for violations of law where you are granted a private right of action by the controlling law. We shall not be in violation of the obligation of "ordinary care" by a mistake in fact or judgment based upon our honesty-in-fact reasoned belief and conduct. You further agree that clerical error, inadvertence or oversight, absent proven willful intent, will not be oppression, fraud or malice or a wrongful, intentional or grossly negligent act, error or omission. If we are found to have breached this Agreement or otherwise acted negligently with respect to the Service, you will be entitled to recover your direct losses and damages; but in no event will you be entitled to recover from us any indirect, consequential, punitive, reliance, exemplary or special damages, including but not limited to attorney fees or court costs, even if the same damage(s) were reasonably foreseeable or we had been advised in advance by you of same. We will not be liable for physical or legal circumstances beyond our control (such as fire, flood, intervening conduct of others, etc.), or for delay that results if the contemplated disbursements to you are delayed because of defect or interruption of any system associated with the transfer.

DO NOT SIGN THIS AGREEMENT UNTIL YOU READ ALL OF THE TERMS (INCLUDING THE ARBITRATION PROVISION) AND THE APPLICATION FOLLOWING THIS AGREEMENT. THE SERVICE IS COMPLETELY OPTIONAL, NOT REQUIRED IN ORDER TO FILE YOUR TAXES OR RECEIVE A TAX REFUND, AND PROVIDED IN EXCHANGE FOR YOU PAYING A FEE. CALL (888) 782-0860 IF YOU STILL HAVE QUESTIONS ABOUT THE APPLICATION AND AGREEMENT.

11. **ARBITRATION PROVISION.** By signing this Application and Agreement, you agree to this Arbitration Provision, which will have a substantial impact on how legal claims among you, us and certain related parties are resolved. In arbitration, a neutral third-party Arbitrator resolves Disputes in a private informal hearing, **without a judge or a jury**. Pre-hearing fact finding is limited. Appeals are limited.

THIS ARBITRATION PROVISION AND THE JURY TRIAL WAIVER SET FORTH BELOW DO NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

Right to Opt Out. If you do not want this Arbitration Provision to apply, send a written (not electronic) notice to our Notice Address within 60 calendar days after your first disbursement. Include your name, address and Social Security Number and state that you opt out of the Arbitration Provision. These procedures must be followed to opt out. Opting out will not affect any other provisions of this Agreement.

This Arbitration Provision governs you, us and "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or entity that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

"Disputes" broadly includes all claims, disputes or controversies, whether past, present or future, which arise from or relate to your Application, this Agreement, the Service or the relationships resulting therefrom, including claims based on constitution, statute, regulation, ordinance, contracts, torts, negligence, fraud or other intentional wrongs and equity. It includes data breach claims and claims related to the validity in general of this Agreement. However, disputes about the validity, coverage or scope of this Arbitration Provision or any part thereof are for a court (not an Arbitrator) to decide. Moreover, small claims court actions by you, us or a Related Party are not subject to arbitration, unless they are transferred, removed or appealed to a different court.

Administration. Arbitrations are conducted by, and under the applicable rules of, either the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other administrator agreed to by the parties. If none of these options is available, a court with jurisdiction will pick the administrator or arbitrator, who must abide by the terms of this Arbitration Provision. The Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. The AAA and JAMS Rules explain how to start an arbitration.

Election. If a party asserts a Dispute in court and the other party elects arbitration, the Dispute shall be arbitrated. Even if all parties have opted to litigate a Dispute in court, you, we or a Related Party may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis), without waiving any rights under this Arbitration Provision.

Class Action Waiver. If a Dispute is arbitrated, no party will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Disputes with Disputes of any other persons or entities. No Arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you, us and/or Related Parties individually.

Governing Law. The Federal Arbitration Act ("FAA") governs this Arbitration Provision. The Arbitrator must follow applicable substantive law, consistent with the FAA, and honor statutes of limitation and privilege rights. The arbitrator may award any damages or other relief that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by Constitutional standards employed by courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the Agreement, this Arbitration Provision will govern.

Costs, Hearing, Award. We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Provision. Any in-person arbitration hearing will be held at a place reasonably convenient to you. The Arbitrator's award will be final and binding, except for any appeal rights under the FAA. Any court with jurisdiction may enter judgment upon the Arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

Severability: If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) If a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety; and (2) if a determination is made that a public injunctive relief claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

12. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IF A DISPUTE IS NOT ARBITRATED, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF COURT LITIGATION ARISING OUT OF OR RELATED TO THIS APPLICATION AND AGREEMENT.

For questions complaints and concerns, call (888) 782-0860.

REFUND DISBURSEMENT SERVICE APPLICATION

In accordance with the attached Refund Disbursement Service Agreement and as indicated in this Application, upon receipt of your federal and/or state refund(s), you authorize Pathward to disburse your refund(s) as indicated below:

DISBURSEMENT METHOD FOR REFUND AMOUNTS TO YOU

Disbursement Selection - Please check one box on left to indicate your selection.		Refund Disbursement Fees	
<input type="checkbox"/>	New FasterMoney® Discover Prepaid Card (obtained from your Tax Preparer). Refund Disbursement Fees apply. No fees for Refund Advance Loan disbursements. No in-network ATM fees when receiving Refund Advance Loan disbursement on card. No monthly fees for the first 30 days after issuance. Card will be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card. Card Envelope Number: _____	1st Deposit:	\$20.00
		Other Deposits:	\$14.00
<input type="checkbox"/>	Paper Check. Refund Disbursement Fees apply. No fees for Refund Advance Loan disbursements. By selecting the paper check option, you authorize and direct us to issue a check payable to you and deliver it to your Tax Preparer or mail it to your address. If you present your paper check for payment after December 31, 2023, or more than 90 days from its issue date, the funds will no longer be valid and may result in additional fees imposed by your bank.	1st Deposit:	\$20.00
		Other Deposits:	\$14.00
<input type="checkbox"/>	ACH Credit (direct deposit) to existing bank account or other prepaid card. Refund Disbursement Fees apply. If disbursement is rejected for any reason such as incorrect account information provided by you, we will disburse via paper check and the paper check fees will apply. By selecting the option for an ACH credit (direct deposit) to an existing bank account, you authorize Pathward as of the date you sign this Agreement (defined below) to initiate a one-time ACH debit from the personal bank account designated in this Agreement if (i) your federal and state refund proceeds are not sufficient to cover the amount of fees and charges for products or services set forth in this Agreement or your refund proceeds are delayed, and (ii) your Tax Preparer (defined below) has not opted out of this option or has not opted you, specifically, out of this option. This authorized ACH debit will cover such fees as tax preparation, document preparation, and electronic filing fees. You may also cancel this one-time ACH debit by notifying Pathward at least three (3) business days prior to the date that your account is scheduled to be debited, which will be 05-02-2023 if that date is a Friday or, if that date is not a Friday, the Friday immediately thereafter, by writing to us at: 5501 S. Broadband Lane, Sioux Falls, SD 57108. If you have questions or concerns, please contact Pathward at 888- 782-0860. Bank Routing Number: _____ Account Number: _____ Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	1st Deposit:	\$20.00
		Other Deposits:	\$14.00

Estimated Itemization of Deductions (excluding Refund Advance Loan Payment, if Applicable) and Refund Amount Paid to You

Expected Refund Amount*	\$ <u>4,980.00</u>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0e0e0;"> <th colspan="2" style="text-align: left; padding: 5px;">Authorized Fees and Payments Disbursed from Refund</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">(1) Tax Preparation Fees paid to Tax Preparer [(1a) + (1b) + (1c)]</td> <td style="text-align: right; padding: 5px;">\$ 223.14</td> </tr> <tr> <td style="padding: 5px;"> a. Tax Preparation Fees \$</td> <td style="text-align: right; padding: 5px;">223.14</td> </tr> <tr> <td style="padding: 5px;"> b. E-File Fees \$</td> <td style="text-align: right; padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"> c. Other Tax Office Payment \$</td> <td style="text-align: right; padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">(2) Service Bureau Fee paid to</td> <td style="text-align: right; padding: 5px;">\$</td> </tr> <tr> <td style="padding: 5px;">(3) Transmitter Fee paid to Drake Software</td> <td style="text-align: right; padding: 5px;">\$ 18.95</td> </tr> <tr> <td style="padding: 5px;">(4) Disbursement Fee(s)† paid to Pathward</td> <td style="text-align: right; padding: 5px;">\$ 20.00</td> </tr> <tr> <td style="padding: 5px;">(5) Audit Fee paid to</td> <td style="text-align: right; padding: 5px;">\$</td> </tr> <tr> <td style="padding: 5px;">(6) Other Authorized Deductions</td> <td style="text-align: right; padding: 5px;">\$</td> </tr> </tbody> </table>		Authorized Fees and Payments Disbursed from Refund		(1) Tax Preparation Fees paid to Tax Preparer [(1a) + (1b) + (1c)]	\$ 223.14	a. Tax Preparation Fees \$	223.14	b. E-File Fees \$		c. Other Tax Office Payment \$		(2) Service Bureau Fee paid to	\$	(3) Transmitter Fee paid to Drake Software	\$ 18.95	(4) Disbursement Fee(s)† paid to Pathward	\$ 20.00	(5) Audit Fee paid to	\$	(6) Other Authorized Deductions	\$
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Estimated Total Deductions** [(1)+(2)+(3)+(4)+(5)+(6)]	- \$ <u>262.09</u>																				
Estimated Refund Amount Paid to You ††	\$ <u>4,717.91</u>																				

- * **Expected Refund Amount** is an estimate based upon the tax information to be filed with the IRS and/or state taxing authority by your Tax Preparer.
- † **Disbursement Fee(s)** include the applicable fees in connection with your selected disbursement option. This amount may be higher if you receive a second deposit, and we only anticipated one deposit (in which case the fees for a second disbursement in connection with your disbursement selection will apply).
- ** **Estimated Total Deductions** are a good-faith estimate of associated fees and payments to be disbursed from your Tax Refund, but do **not** include the loan payment to Pathward for any approved Refund Advance Loan. All deductions, including any Refund Advance Loan payment, will be paid upon commencement of disbursement services.
- †† **Estimated Refund Amount Paid to You** equals the **Expected Refund Amount** less the **Estimated Total Deductions** and may be made in multiple disbursements. The amount paid to you may be higher or lower if the refund amounts from the IRS or state taxing authorities differ from the **Expected Refund Amount**. PLEASE NOTE IF YOU ARE APPROVED FOR A REFUND ADVANCE LOAN, THEN THE AMOUNT PAID TO YOU WILL BE REDUCED BY THE LOAN PAYMENT DUE AND OWING TO PATHWARD. PLEASE ALSO NOTE IF YOU RECEIVED A REFUND ADVANCE LOAN FROM US DURING A PRIOR YEAR AND ANY SUCH LOAN(S) WAS NOT REPAID IN FULL, THEN WE MAY OFFSET SUCH OUTSTANDING AMOUNTS USING YOUR 2022 TAX REFUND(S), UNLESS PROHIBITED BY APPLICABLE LAW.

CERTIFICATIONS:

By signing this Application, you, the Primary Applicant (and Joint Applicant if applicable), hereby certify:

1. The information you have provided is true and accurate.
2. You are at least eighteen (18) years old (or older as required by applicable state law), and have presented to Tax Preparer one of the following valid forms of Picture ID: Driver's License, BMV/DMV State ID, Military ID, Passport, Resident Alien ID, or other Government-Issued Picture ID.
3. **You understand that the Refund Disbursement Service is (i) an optional product offered in exchange for payment of a fee, (ii) not a loan or an extension of credit, (iii) not required in order to file your taxes or receive a Tax Refund, and (iv) not required to apply for a Refund Advance Loan.**
4. You received a completed copy of this Application and Agreement, and you have carefully read and considered all of the provisions of this Application and Agreement.
5. You agree that the "Expected Refund Amount," "Authorized Fees and Payments Disbursed from Refund," "Estimated Total Deductions," and "Estimate Refund Amount Paid to You" are good-faith estimates based upon the amount of your tax return filings, but do **NOT** include the loan payment to Pathward for any approved Refund Advance Loan. Therefore, if you are approved for a Refund Advance Loan, then the estimated amount paid to you will be reduced by the loan payment due and owing to Pathward.
6. You authorize that we make each disbursement specified on the "Authorized Fees and Payments Disbursed from Refund" prior to disbursing the remaining proceeds to you. If you are approved for a Refund Advance Loan, you authorize that we disburse payment of the loan prior to disbursing the remaining proceeds to you.
7. You have selected the disbursement option above to receive the remaining proceeds from your Tax Refund(s), if any.
8. You have authorized your Tax Preparer to submit this Application on your behalf.
9. You have read, understand, and agree to all of the terms of this Application and Agreement, including the **ARBITRATION PROVISION AND JURY TRIAL WAIVER, unless you are a covered borrower under the federal Military Lending Act.**
10. You understand and agree to be bound by the terms of the Refund Disbursement Service Agreement.

x _____ Primary Applicant Signature	_____ Date	x _____ Joint Applicant Signature (Joint Applicant signature required if filing joint return.)	_____ Date
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USA PATRIOT ACT DISCLOSURE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: In an effort to protect you and our country, the USA PATRIOT Act was signed into law. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. As such, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask for a driver's license or other identifying documents. We will share certain of this information with third parties as necessary to fulfill our obligations and as disclosed in this Application and Agreement.

For questions, complaints and concerns, call toll free at (888) 782-0860.

FACTS	WHAT DO PATHWARD FINANCIAL, INC. AND PATHWARD, NATIONAL ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and income Account balances and transaction history Credit history and assets <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Pathward Financial, Inc. and Pathward, National Association choose to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Pathward share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?	Call 833-898-0023 or go to www.pathwardprivacypolicy.com
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Who we are

Who is providing this notice?	Pathward Financial, Inc., and Pathward, National Association (together, "Pathward").
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What we do

How does Pathward protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate
How does Pathward collect my personal information?	We collect your personal information, for example, when you Open an account or apply for a loan Make deposits or withdrawals from your account or provide account information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Pathward does not share with affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Pathward does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i>

Other important information

For California and Vermont Residents: We will not share personal information we collect about you with affiliated and nonaffiliated third parties, except as permitted by law, including, for example, for our own marketing purposes, our everyday business purposes, or with your consent.

For Vermont Residents: We will not share your credit information or information about your creditworthiness, transactions, or experience, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Nevada Residents: We are providing you this notice under state law. You may be placed on our internal Do Not Call List by contacting the Privacy Department and requesting an Opt Out of Marketing. If you would like more information about our telemarketing practices and the Nevada Law, you may contact us at Pathward, N.A., Attn: Privacy Department, 5501 S. Broadband Lane, Sioux Falls, South Dakota 57108, and phone number: 833-898-0023. For more information on this law, you may contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; email: aginfo@ag.nv.gov.

REFUND ADVANCE LOAN DISCLOSURE

Customer Service Contact Information (Subject to Change Upon Notice to You):

Pathward, National Association, Attn: Refund Advance, PO Box 91607, Sioux Falls SD 57109 ("Customer Service Address") Customer Service Calls may be made to our Servicer (888) 782-0860 ("Customer Service Number")

Pathward, National Association ("Pathward") offers a Refund Advance Loan for qualified customers starting January 2, 2023. Pathward's Refund Advance Loan is available to qualifying customers in 6 different loan options based upon your expected tax refund, with pricing that includes both no-cost (interest free) options and interest-bearing options. The amount of a Refund Advance Loan may be \$250, \$500, \$1,000, 25% of your expected tax refund, 50% of your expected tax refund, or 75% of your expected refund. Refund Advance Loans arranged for \$250, \$500 or \$1,000 are offered at no cost to you. Refund Advance Loans arranged for 25%, 50% or 75% of your expected tax refund are interest-bearing with an estimated APR of 36%. Unless you request only the \$250, \$500 and \$1,000 no-cost amounts, Pathward will underwrite you for all 6 separate loan amounts (decisioning you for the highest amount) and will notify you of its decision. Pathward cannot make a final decision on your loan application until your Tax Preparer has been provided with the tax forms necessary to prepare your tax return, and your tax return is completed. To be approved for a Refund Advance Loan, you must meet all of our underwriting criteria. Your Refund Advance Loan payment will be deducted from your Tax Refund proceeds and will reduce the amount you can expect to receive from a Tax Refund. Outlined below are the Refund Advance Loans offered to qualified customers:

\$250 Refund Advance Loan	Loan Amount set at \$250	No interest is charged.
\$500 Refund Advance Loan	Loan Amount set at \$500	No interest is charged.
\$1,000 Refund Advance Loan	Loan Amount set at \$1,000	No interest is charged.
Refund Advance Loan set at 25% of expected refund	Minimum Loan Amount \$1,250 Maximum Loan Amount \$6,000	Interest accrues daily, and the estimated APR is 36%.
Refund Advance Loan set at 50% of expected refund	Minimum Loan Amount \$1,250 Maximum Loan Amount \$6,000	Interest accrues daily, and the estimated APR is 36%.
Refund Advance Loan set at 75% of expected refund	Minimum Loan Amount \$1,250 Maximum Loan Amount \$6,000	Interest accrues daily, and the estimated APR is 36%.

FREQUENTLY ASKED QUESTIONS (FAQS) ABOUT REFUND ADVANCE LOANS

Is the money received from Pathward the customer's actual tax refund or a loan?	The money you receive from Pathward is a loan and is <u>not</u> your actual tax refund. The Loan is a single advance of funds and not to be used on a long-term basis. The loan must be repaid according to the contract terms. You may consult the IRS Web site (www.irs.gov) or the applicable tax authority for information about tax refund processing.
Who is making and underwriting the loan?	Pathward, N.A., member FDIC, headquartered at 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.
What kind of Refund Advance Loans ("Loans") are offered?	We offer no-cost (interest free) Loans and interest-bearing Loans.
What are the amounts of the no-cost (interest free) Loans?	\$250, \$500 or \$1,000. There are no fees, setup costs, transaction costs or interest for the no-cost Loans.
What are the amounts of interest-bearing Loan amounts?	We offer interest-bearing Loan amounts to qualifying customers set at 25%, 50% or 75% of your expected refund, with a minimum loan amount of \$1,250 and a maximum loan amount of \$6,000.
How much does the interest-bearing Loan cost?	Our interest-bearing Loans have an estimated Annual Percentage Rate (APR) of 36%. See your contract documents for specific terms and conditions.
Can I apply for <u>only</u> a no-cost (interest free) Loan?	Yes. You may apply for <u>only</u> the no-cost Loan of \$250, \$500 or \$1,000. If approved, you will only receive one no-cost Loan.
Can I get both a no-cost (interest free) Loan and an interest-bearing Loan?	No. Qualified customers may receive <u>either</u> a no-cost Loan <u>or</u> an interest-bearing Loan.
How does the application process work if I only want the no-cost (interest free) Loan?	The application will ask if you want to apply only for a no-cost Loan or if you also want to apply for both a no-cost Loan and an interest-bearing Loan. If you want to apply for only the no-cost Loan, then you will sign and submit an application as well as a conditional Refund Advance Loan agreement.
What happens if a Loan request for the no-cost (interest free) Loan is denied?	If you request only a no-cost Loan and are denied, then Pathward will send you a letter about its decision.
How does the application process work if I want an interest-bearing Loan?	Customers applying for an interest-bearing Loan will sign and submit an application for the no-cost Loan (available for \$250, \$500 and \$1,000) and the interest-bearing Loan (available for 25%, 50% and 75% of your expected tax refund) and will sign a conditional Loan agreement that contains provisions for both the interest-bearing Loan and the no-cost Loan as we do not know for which Loan or what Loan amount will you qualify at this point. Upon approval, which will be for the highest amount for which you qualify, Pathward will fund either the interest-bearing Loan or no-cost Loan.
What happens if a Loan request for an interest-bearing Loan is denied?	If you request an interest-bearing Loan and are denied, but you qualify for a no-cost Loan, Pathward will fund the no-cost Loan. If you are not approved for either the interest-bearing Loan or the no-cost Loan, then Pathward will send you a letter about its decision.
When will the Loan be due and how will it be repaid?	If approved, the Loan is due on the earlier of when you receive your federal and/or state Tax Refund(s) or April 30, 2023. The Loan amount will be automatically deducted from the bank account receiving the Tax Refund(s), along with tax preparation fees and other amounts you authorize. If the amount of the first Tax Refund is insufficient to pay your obligations in full, then the outstanding balance owing will be paid upon receipt of any subsequent Tax Refund, if applicable and permitted by state law.
Can I prepay an interest-bearing Loan?	Yes, you can always make prepayments and will <u>never</u> incur any additional charges. Each prepayment you make will be applied first to accumulated interest and then to principal, potentially reducing the amount of interest you will pay. You can call customer service at (888) 782-0860 to request a payoff amount.

Are there any fees and charges, other than interest disclosed as a "finance charges," associated with the Loan?	No. The no-cost Loan and the interest-bearing Loan do not charge additional fees or charges. Fees for other optional products, third-party services, or product features may apply.
What is a "refund transfer"?	Our Refund Disbursement Service is a "refund transfer" product. The Refund Disbursement Service is an optional service in which Pathward establishes a limited-purpose bank account in your name to electronically receive your Tax Refunds from the IRS and state taxing authority. Pathward pays your tax preparation fees and other amounts you authorize from that account, disbursing any remaining Tax Refund amount to you in the manner you chose during tax preparation. <u>You are not required to purchase a refund transfer to apply for or receive a Loan; it is optional.</u> For a description of our low-cost deposit accounts and prepaid access cards, visit: www.myfastermoney.com .
If I don't get a refund transfer product, can I still get a loan?	If you applied for a Loan and did not choose the Refund Disbursement Service during tax preparation, Pathward will provide you with a bank account at no cost to receive your Tax Refund(s), take out the Loan repayment amounts owed to Pathward, and disburse any remaining amount to you in the manner you chose during tax preparation. This account is called a Tax Refund Deposit Account.
If I am approved for a Loan, does the cost of my tax return preparation increase?	No. The cost to prepare your tax return does not increase if you are approved for a Loan.
Is a Loan required in order to have my tax return completed and filed?	No. A Loan is <u>optional</u> . You are <u>not</u> required to apply for a Loan to have your tax return completed and filed. The IRS and state taxing authorities can issue Tax Refunds directly to you without your having to incur any additional costs from Pathward.
Does getting a Loan affect how quickly I receive my Tax Refund from the IRS and state taxing authorities?	No. Obtaining a Loan has <u>no</u> effect on when you will receive your Tax Refund(s) from the IRS and state taxing authorities.
If my tax filing status is "married filing jointly," is my spouse personally liable for the Loan?	No. However, any Tax Refund from your jointly filed income tax return(s) is used to repay the Loan.
If I apply for a Loan between January 2, 2023 and the date upon which the IRS begins to accept tax returns, how will I know if Pathward approves my application?	Depending upon underwriting, Pathward may approve your Loan application before the IRS accepts your tax return, or delay making a decision on your application until after the IRS accepts your tax return. Upon approval, Pathward will notify you by text or email (whichever you select) and disburse the Loan amount to you. If IRS acceptance of your tax return is required before approval, you will receive a notice that your application is not complete until such acceptance occurs.
If I apply after the IRS begins accepting tax returns, then how will I know if Pathward approves my application?	If you apply after the IRS begins accepting tax returns, then we cannot approve your application until the IRS accepts your tax returns. Upon approval, Pathward will notify you by text or email (whichever you select) and disburse the Loan amount to you.
How will I get my Loan proceeds?	During the application process, you can select to receive Loan proceeds via a paper check, direct deposited into your personal bank account, or electronically via a prepaid card.
Is there a free way I can electronically file my tax return?	Possibly. Some taxpayers meeting certain adjusted gross income level thresholds may qualify for free software. For more information visit https://www.irs.gov/uac/free-file-do-your-federal-taxes-for-free
Can I file a tax return electronically and receive my refund within a similar time frame and without paying the additional fees associated with a Tax Refund-related product if I have an existing account into which a Tax Refund can be directly deposited?	Yes. If you have an existing deposit account or product into which a Tax Refund can be directly deposited, you can file a tax return electronically and receive your refund within a similar time frame and without paying the additional fees associated with a Tax Refund-related product. Obtaining a Loan from Pathward or purchasing a Tax Refund-related product has <u>no</u> effect on the timing of your Tax Refund. No bank products are ever required to file your tax return directly with the IRS or state taxing authorities.
What are my options for receiving my refund from the IRS?	The IRS can send your refund either by check mailed to you through U.S. Mail, by direct deposit to your bank/credit union account, to a prepaid card, or by other methods permitted by law. For estimated availability of funds, see the table above.

FOR FEDERAL TRUTH IN LENDING PURPOSES, THIS TABLE IS AN "ADVERTISEMENT" SHOWING REPRESENTATIVE EXAMPLES OF AVAILABLE CREDIT TERMS FOR PATHWARD REFUND ADVANCE LOANS

Please note that your Refund Advance Loan amount depends primarily upon the amount of your expected federal tax refunds. See your loan documents for the estimated amount of your loan.

EXPECTED REFUND AMOUNT* \$	ESTIMATED ANNUAL PERCENTAGE RATE	ESTIMATED FINANCE CHARGE	Amount Financed	Estimated Total of Payments**
4,980.00	0%	\$0.00	\$250	\$250
Option #1 -- \$250 Refund Advance Loan	0%	\$0.00	\$500	\$500
Option #2 -- \$500 Refund Advance Loan	0%	\$0.00	\$1,000	\$1,000
Option #3 -- \$1,000 Refund Advance Loan	36%	\$ N/A	\$ N/A	\$ N/A
Option #4 -- \$ N/A Refund Advance Loan (25% of Expected Tax Refund)	36%	\$ N/A	\$ N/A	\$ N/A
Option #5 -- \$ N/A Refund Advance Loan (50% of Expected Tax Refund)	36%	\$ N/A	\$ N/A	\$ N/A
Option #6 --				
-- \$ N/A Refund Advance Loan (lesser of 75% of Expected Tax Refund or \$6,000)	36%	\$ N/A	\$ N/A	\$ N/A

*Expected Refund Amount is an estimate based upon the tax information to be filed with the IRS and/or state taxing authority by your Tax Preparer.

**Terms of Repayment - Option #1, Option #2, Option #3, Option #4, Option #5, and Option #6 Refund Advance Loan examples reference a loan with one payment in the amount of the Estimated Total of Payments due on the earlier of the day you receive your 2022 federal (and state, if applicable and permitted by state law) tax refund(s) which we estimate is 29 days from electronic filing.

For Option #4, Option #5, and Option #6 Refund Advance Loan examples, please note:

- (i) the Finance Charge and Total of Payments will be lower if paid in full earlier than 29 days from electronic filing, and will be greater if paid in full later than 29 days from electronic filing;
- (ii) interest ceases to accrue after 60 days;
- (iii) the minimum loan amount is \$1,250 and the maximum loan amount is \$6,000; and
- (iv) not all options will be available for you and will be marked "N/A" if not applicable to you.

REFUND ADVANCE LOAN APPLICATION AND LOAN AGREEMENT

APPLICANT: _____

SSN: xxx-xx-

Definitions and Loan Decision. The words "Pathward," "we," "us," and "our" mean Pathward, National Association, member FDIC, regulated by the Office of the Comptroller of Currency, and headquartered at 5501 South Broadband Lane, Sioux Falls, South Dakota 57108. The words "you," and "your," mean the borrower signing below.

Selection of loan type - interest-bearing or no-cost Refund Advance Loan. You can choose whether to apply for an **interest-bearing Refund Advance Loan** set at 25%, 50% or 75% of your expected refund, subject to a minimum loan amount of \$1,250 and maximum amount of \$6,000 **OR** a **no-cost Refund Advance Loan** in the amount of \$250, \$500 or \$1,000. If we approve your interest-bearing loan request, then we will advise you by text or email (as previously selected) of your exact Refund Advance Loan amount. If Pathward approves you for a no-cost loan amount, then we will fund such no-cost (interest free) loan amount to you. Please note that if you have a prior outstanding debt with us and you are approved for a Refund Advance Loan, you will only be eligible for the minimum loan amount available.

Please mark your selection below:

You request and are applying to Pathward to underwrite you for the highest interest-bearing Refund Advance Loan amount we offer. *Also note, if Pathward cannot approve you for an interest-bearing loan amount, but we can approve a no-cost loan amount of \$250, \$500 or \$1,000, then we will fund such no-cost (interest free) loan amount to you.*

OR

You request and are applying to Pathward to underwrite you only for a no-cost Refund Advance Loan amount of \$250, \$500 or \$1,000.

1. **Representations.** By signing below, you hereby agree as follows: (i) We have received tax information which estimates the amount of your expected tax refund(s) to be \$ 4,980.00 (ii) You are requesting and applying to Pathward to underwrite you as selected above; (iii) Pathward may deny your Application for a loan. Pathward may:

- if selected, approve your Application for an **interest-bearing Refund Advance Loan** in the amount of: \$ N/A (25% of your expected tax refund), \$ N/A (50% of your expected tax refund), or \$ N/A (75% of your expected tax or \$6,000, whichever is less). Note any interest-bearing loan option marked "N/A" is not applicable to you. *Also note, if we deny you for an interest-bearing loan amount, but we can approve a no-cost loan amount, then we will fund such no-cost loan amount to you.*
- if selected, approve your application for a **no-cost Refund Advance Loan** in the amount of \$250, \$500 or \$1,000.

2. **Loan Proceeds.** If approved, you will receive your loan proceeds via one of the following methods:

<input type="checkbox"/>	New Prepaid Debit Card (obtained in your Tax Preparer's office). Card Envelope Number: _____
<input checked="" type="checkbox"/>	Paper Check. If you present your paper check for payment after December 31, 2023, or more than 90 days from its issue date, the funds will no longer be valid and may result in additional fees imposed by your bank.
<input type="checkbox"/>	ACH Credit (direct deposit) Bank Routing Number: _____ Account Number: _____ Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings

3. **Optional Interest-Bearing Loan.** You acknowledge that the Refund Advance Loan is an optional credit product and is not required in order to file your taxes or receive a tax refund. You understand that **YOU WILL INCUR INTEREST CHARGES FOR THE INTEREST-BEARING REFUND ADVANCE LOAN, AND THAT YOU COULD HAVE CHOSEN TO APPLY SOLELY FOR A NO-COST (INTEREST FREE) LOAN AMOUNT.** You have reviewed the costs of the interest-bearing Refund Advance Loan, which has an estimated **ANNUAL PERCENTAGE RATE (APR) of 36%**, and compared it with the costs of other sources of credit, and consider the interest-bearing Refund Advance Loan to be consistent with your personal needs and financial circumstances.

4. **Optional No-Cost Loan and Denial of Interest-Bearing Loan Application.** You acknowledge that the no-cost Refund Advance Loan is an optional credit product and is not required in order to file your taxes or receive a tax refund. You understand that although you will not incur interest charges on the outstanding principal balance of the no-cost Refund Advance Loan and that you will be charged \$0.00 in fees, charges or points in connection with this loan, a tax refund-related credit product may cost more in some cases than other sources of credit. You have reviewed the costs of the no-cost Refund Advance Loan and compared it with the costs of other sources of credit, and consider the no-cost Refund Advance Loan to be consistent with your personal needs and financial circumstances. If you do not qualify for an interest-bearing Refund Advance Loan, then, by signing below and meeting Pathward's underwriting criteria, Pathward may fund a no-cost Refund Advance Loan, subject to the terms set forth herein.

5. **Third-Party Fees.** You may pay fees to other parties for other products that you choose, including (a) fees to your tax preparer for tax preparation and filing, (b) fees for a Refund Transfer (if you choose one), or (c) fees for other third-party services such as fees to your prepaid debit card provider under your cardholder agreement.

6. **Free Filing Options.** Some taxpayers meeting certain adjusted gross income level thresholds may qualify for free tax filing software. For more information visit <https://www.irs.gov/filing/free-file-do-your-federal-taxes-for-free>.

7. **Authorization to Verify Information and Obtain Credit Reports.** You understand and agree that you are authorizing us to obtain credit reports and related information about you from one or more commercial or consumer credit reporting agencies and to verify any information you provide us in connection with your application including, but not limited to, your employment and income. We reserve the right to conduct such verification through third parties. You agree we may contact third parties without further notice to you to verify any such information. We may use your credit reports to authenticate your identity, to make credit decisions, and for other related purposes. You authorize us to obtain your credit reports (at our discretion), including (i) each time you request a loan, (ii) during the processing or closing of a loan to you, or (iii) at various times during the term of your loan in connection with the servicing, monitoring, collection or enforcement of the loan.

8. **Your Expected 2022 Tax Refund(s).** You acknowledge and agree that your tax preparer has prepared your 2022 tax return, and that you have delivered to your tax preparer true and accurate financial information regarding your taxable income and tax situation for 2022. You understand that purchase of a Refund Transfer is not required for you to apply for, or be approved for, a Refund Advance Loan. Choices made pursuant to a Refund Transfer Agreement will not change or affect the terms of your Refund Advance Loan. **You acknowledge that receiving this Refund Advance Loan has no impact or effect upon the timing of receiving your tax refund.**

9. **Repayment and Refund Processing.** You agree that your federal (and state, if applicable and allowable under state law) Tax Refund(s) may be used to repay the Refund Advance Loan. You may consult the IRS Web site (<https://www.irs.gov/refunds>) or the applicable tax authority for information about Tax Refund processing.

10. **Status of Application: Approval and Funding of Loan.** The amount of the loan for which you will qualify will depend, in part, on the amount of your estimated income tax refund. **We have not yet committed to make any loan. We will only be committed to make a loan if and when we issue loan proceeds to you in the manner set forth below.** Based on your representations made during the application process and in this Loan Agreement, we agree as follows. If your application is approved and all conditions to funding are met, we will advise you of the final approved amount of your Refund Advance Loan. We will deliver the approved loan amount to you via the disbursement option you chose during your tax preparation-(i) prepaid debit card, or (ii) a check issued in your tax preparer's office, or (iii) an ACH credit (direct deposit) to an existing bank account or prepaid card.

11. **Promise to Pay.** You promise to pay us the principal amount of the loan advanced to you, plus, if applicable, simple interest calculated on the outstanding principal balance as set forth herein. If state law does not permit repayment of the Refund Advance Loan from the state Tax Refund or you do not receive a state Tax Refund, then the Refund Advance Loan shall be repaid solely from your federal Tax Refund. If state law allows repayment of the Refund Advance Loan from the state Tax Refund and the amount of the first Tax Refund you receive is insufficient to pay your obligations in full under this Loan Agreement, then you agree to pay the outstanding balance owing upon receipt of any subsequent Tax Refund. Therefore, you promise to pay the outstanding balance or the amount of your first Tax Refund, whichever is less, on the earlier of (i) the day you receive your 2022 state Tax Refund(s), only if applicable and permitted by state law; (ii) the day you receive your 2022 federal Tax Refund, or (iii) April 30, 2023. If (a) you will receive more than one Tax Refund, (b) the first Tax Refund you receive is insufficient to pay your loan in full, and (c) state law permits repayment from your state Tax Refund, then a second payment in the amount of the outstanding balance is due on the earlier of the day you receive your second Tax Refund or April 30, 2023. If you receive any Tax Refund(s) directly from a federal or state taxing authority, you agree to repay the amount of the Refund Advance Loan to us immediately.

- a. **Interest for the Interest-Bearing Refund Advance Loan. THE PROVISIONS OF THIS SECTION 11a ONLY APPLY TO LOANS IN THE AMOUNT OF \$1,250 OR GREATER.** We earn interest at the daily rate of 0.09863% on the outstanding principal balance, beginning on the date that the loan proceeds are disbursed to you, and continuing thereafter for 60 calendar days. Early payment and partial payments may decrease the amount of interest you owe. Late Payments may increase the amount of interest you owe; however, the interest earned hereunder will cease to accrue after 60 days. If a partial payment is received, such payment will be applied first to unpaid interest, then to principal. We have made our estimated "Amount Financed" disclosure in good faith based upon the amount we believe

you will receive in loan proceeds. In addition, we estimate that U.S. Department of Treasury or State Taxing Authority will disburse your 2022 tax refund within 29 days of electronically filing and disbursement of the loan proceeds. Therefore, we have made the estimated "Annual Percentage Rate, Finance Charge, Total of Payments and Payment Schedule" disclosures assuming in good faith that we will receive payment for the total principal and interest owing in one payment 29 days from disbursement of the loan proceeds.

- b. **No Interest for the No-Cost Refund Advance Loan. THE PROVISIONS OF THIS SECTION 11b ONLY APPLY TO LOANS IN THE AMOUNT OF \$250, \$500 OR \$1,000. No interest accrues on the outstanding principal balance. We charge \$0.00 in fees, charges or points in connection with the no-cost Refund Advance Loan.** However, you may pay fees for other products that you choose, including fees to your tax preparer for your tax preparation and filing, fees for a Refund Transfer (if you choose to purchase one), or fees for other third-party services.

12. **Security.** You grant us a security interest in your 2022 Tax Refunds (as defined below) as well as any Tax Refunds from any subsequent years, if applicable and permitted by state law. *If your 2022 Tax Refunds are insufficient to repay the loan in full after applying such Tax Refund amount(s) to the outstanding balance of the loan, as additional security we may apply your Tax Refund(s) from any subsequent years, if your Tax Refunds are again processed by Pathward, to repay any difference, unless prohibited by applicable law.* Repayment of this Refund Advance Loan solely from your 2022 Tax Refunds thereby reduces the amount you can expect to receive from such Tax Refunds. If you have any other outstanding debts with us as of the time you sign this Agreement or that accrues at any time before the issuance of your tax refund(s), we may deduct such amounts owed from your 2022 tax refund(s), unless prohibited by law.

13. **Right to Rescind, Prepayment, and Default.** You will not incur a fee, charge or penalty if you request to rescind on or before the close of business on the third day after obtaining the loan proceeds. If you rescind, then you must return the Refund Advance Loan proceeds, and we will rebate and refund to your account any interest we have earned. To rescind or prepay, call (888) 782-0860 to make such arrangements. Thereafter, you may prepay this loan in full or in part and will not incur an addition charge or fee. You will be in default if you break any promise in this Loan Agreement. We may at any time and in our sole discretion delay enforcing or choose not to enforce any of our rights or remedies under this Loan Agreement or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date.

14. **Account-Related Communication.** You authorize us to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about your loan. You authorize us to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to us in connection with your loan application or loan agreement, the servicing of amounts you owe, or any other loan-related matter. Message and data rates may be imposed by your mobile, wireless, or Internet carrier. To stop text messages, you can simply reply "STOP" to any text message we send you. To stop emails, you can follow the opt-out instructions included at the bottom of the emails.

15. **Privacy Policy.** We respect your privacy of information relating to the Refund Advance Loan and encourage you to read our Privacy Policy, provided above. Changes may be made to our Privacy Policy from time to time and we will provide you with any notice of such changes required by applicable law. Our current Privacy Policy is also available at www.pathward.com/privacy-policy.

16. **Arbitration Provision and Jury Trial Waiver.** You agree that the Arbitration Provision and Jury Trial Waiver set forth above is incorporated herein by reference and governs disputes or claims between us as set forth therein, unless you are a covered borrower under the federal Military Lending Act.

17. **Representations and Acknowledgements.** You are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You are at least 18 years of age (or 19 in Nebraska and Alabama). You have read, understand, and agree to all of the terms of this Application. You certify that the information you have provided to us and your tax preparer prior to signing this Application is true and accurate. You acknowledge that you are applying for the Refund Advance Loan of your own free will and are not relying on any recommendation from your tax preparer or any other party as to its suitability for your financial situation. You affirm that you have chosen your tax preparer for your own reasons and/or convenience, without our recommendation or endorsement. You absolve us and will not hold us liable should your tax preparer make a mistake in the computation of your tax return(s) or make any other error or omission in submitting the same.

18. **Application Denial.** We may decline your Application based on our underwriting standards including without limitation a review of information from the Internal Revenue Service or US Department of Treasury, Bureau of the Fiscal Service, such as if you, and if applicable your spouse, have delinquent child support or outstanding unpaid taxes, student loans, or other federal debt or a review of information contained in your credit report(s) or an inability to verify your identity. We will notify you of our decision in writing.

19. **Military Lending Act.** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers as defined by 32 C.F.R. § 232.3(g).

Statement of MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures: To hear a statement of the MAPR and a clear description of your payment obligation, please call 844-549-7937.

Covered Borrower Savings Clause: If any contract provision not identified herein is contrary to the rights and protections afforded to Borrower by Federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited shall remain in full force and effect.

DO NOT SIGN THIS REFUND ADVANCE LOAN APPLICATION AND LOAN AGREEMENT UNTIL YOU READ ALL OF THE TERMS. REVIEW EACH OF THE FREQUENTLY ASKED QUESTIONS ABOVE. CALL (888) 782-0860 IF YOU STILL HAVE QUESTIONS ABOUT THIS LOAN. YOU ACKNOWLEDGE AND AGREE THAT, IF YOU APPLY AND ARE APPROVED FOR AN INTEREST-BEARING REFUND ADVANCE LOAN, YOU ARE RECEIVING A LOAN WHICH CHARGES INTEREST. THE MONEY YOU RECEIVE FROM A REFUND ADVANCE LOAN IS NOT YOUR TAX REFUND. YOU FURTHER ACKNOWLEDGE THAT RECEIVING A LOAN FROM US HAS NO EFFECT ON THE TIMING FOR RECEIVING YOUR TAX REFUND. THAT IS, YOU WILL NOT RECEIVE YOUR TAX REFUND "FASTER" OR "QUICKER" BY OBTAINING A LOAN FROM US. IF YOUR APPLICATION IS DENIED, YOU WILL STILL RECEIVE YOUR TAX REFUND IN THE MANNER YOU CHOSE DURING TAX PREPARATION. NOTE THAT ANY FEES YOU PAID TO YOUR TAX PREPARER FOR YOUR TAX PREPARATION WILL NOT BE REFUNDED.

Borrower's Signature: _____
Date: _____ Borrower's SSN: XXX-XX-

Print Name: _____

NOTE: If a joint tax return is being filed, the Joint Filer must sign the Spouse Agreement and Joint Filer Authorization for Release of Information on the following pages.

Authorization for Release of Information

By signing below, you authorize Pathward, National Association, and its service providers to contact the US Department of Treasury, Bureau of the Fiscal Service Treasury Offset Program call center on your behalf in connection with our review of your application for a Loan, and to use and disclose the information you have provided in the application to the US Department of Treasury, Bureau of the Fiscal Service, and to obtain any and all information related to debt owed by you or the Joint Filer to the United States Government, to a State, or any debt enforced by a State, including child support obligations and/or any payments made or due to you by a Federal or State agency, and/or any tax return information disclosed to the Internal Revenue Service in order to collect tax debt through the levy process under 26 U.S.C. §6331(h), and to conduct tax refund offset under 26 U.S.C. §6402. Tax return information is defined in 26 U.S.C. § 6103(b). Information includes, but is not limited to, correspondence and other information related to your debt(s) or payment(s), including your tax refund payment(s). You authorize the U.S. Department of the Treasury, Bureau of the Fiscal Service to disclose the information described above to Pathward, National Association, and its service providers. This authorization extends to any automated system or by any other written, electronic or telephonic means. You agree to complete and sign all documents necessary to obtain such information from the US Department of Treasury, Bureau of the Fiscal Service Treasury Offset Program. You understand that the US Department of the Treasury, Bureau of the Fiscal Service, its employees, agents, and contractors, are not required to inform you of disclosures made under this authorization. This authorization authorizes the use and disclosure of information described above from any tax year. This authorization will be valid for 6 months from the date of signing, unless sooner revoked by you in writing and the revocation is received and processed by the US Department of Treasury, Bureau of Fiscal Service at this address: Supervisor, TOP Call Center, P.O. Box 1686, Birmingham, Alabama 35201-1686.

Borrower's Signature: _____ Date: _____

Print Name: _____ Borrower's SSN (last 4): _____

LIMITED PURPOSE MARRIED JOINT TAX FILER AGREEMENT

For purposes of this LIMITED PURPOSE MARRIED JOINT TAX FILER AGREEMENT ("SPOUSE AGREEMENT"), the words "we", "us" and "our" mean Pathward, National Association. The words "you" and "your" mean the spouse of the tax preparation customer applying for the Refund Advance Loan and signing above. Please review this SPOUSE AGREEMENT and sign and complete the information requested on the lines below if your filing status is married filing jointly and your spouse is applying for the Refund Advance Loan (a "Joint Filer"). By signing below, you acknowledge and agree that:

- You are not applying for the Refund Advance Loan;
- You are not agreeing to be, and will not be held, personally liable for the Refund Advance Loan received by your spouse;
- If your spouse's application is approved, then any Tax Refund from your jointly filed income tax return(s) may be used to repay the Refund Advance Loan;
- You grant us a security interest in any 2022 federal and, if applicable and permitted by state law, state Tax Refund(s), as well as any Tax Refunds from any subsequent years, along with any information from your jointly filed tax return to repay the Refund Advance Loan received by your spouse;
- You agree that you have received a copy of our Privacy Policy; and
- The **Arbitration Provision and Jury Trial Waiver** set forth above is incorporated herein by reference and governs disputes or claims against us relating to this SPOUSE AGREEMENT, unless you are a covered borrower under the federal Military Lending Act.

Joint Filer's Signature: _____ Joint Filer's SSN: XXX-XX- _____

Print Joint Filer's Name: _____

Joint Filer Authorization for Release of Information

By signing below, you authorize Pathward, National Association, and its service providers to contact the US Department of Treasury, Bureau of the Fiscal Service Treasury Offset Program call center on your behalf in connection with our review of your spouse's application for a Refund Advance Loan, and to use and disclose the information provided in your spouse's application to the US Department of Treasury, Bureau of the Fiscal Service, and to obtain any and all information related to debt owed by you to the United States Government, to a State, or any debt enforced by a State, including child support obligations and/or any payments made or due to you by a Federal or State agency, and/or any tax return information disclosed to the Internal Revenue Service in order to collect tax debt through the levy process under 26 U.S.C. §6331(h), and to conduct tax refund offset under 26 U.S.C. §6402. Tax return information is defined in 26 U.S.C. § 6103(b). Information includes, but is not limited to, correspondence and other information related to your debt(s) or payment(s), including your tax refund payment(s). You authorize the U.S. Department of the Treasury, Bureau of the Fiscal Service to disclose the information described above to Pathward, National Association and its service providers. This authorization extends to any automated system or by any other written, electronic or telephonic means. You agree to complete and sign all documents necessary to obtain such information from the US Department of Treasury, Bureau of the Fiscal Service Treasury Offset Program. You understand that the US Department of the Treasury, Bureau of the Fiscal Service, its employees, agents, and contractors, are not required to inform you of disclosures made under this authorization. This authorization authorizes the use and disclosure of information described above from any tax year. This authorization will be valid for 6 months from the date of signing, unless sooner revoked by you in writing and the revocation is received and processed by the US Department of Treasury, Bureau of Fiscal Service at this address: Supervisor, TOP Call Center, P.O. Box 1686, Birmingham, Alabama 35201-1686.

Joint Filer's Signature: _____ Joint Filer's SSN: XXX-XX- _____

Print Joint Filer's Name: _____