

\$1 Million Business Return Tax Audit Defense Membership Program Agreement

The terms and conditions of this Membership Agreement (the "Agreement") govern the **Protection Plus \$1 Million Business Return Tax Audit Defense Membership Program** ("**Program**") provided to members of the Program ("**Members**") by Tax Protection Plus, LLC and the American Advantage Association (cumulatively referred to as "**Company**"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

1. Definitions: The following definitions apply to the Agreement.

- a. "**ERO**" means the Electronic Return Originator participating in the **Program** approved and authorized by **Company**.
- b. "**Protection Plus \$1 Million Tax Audit Defense Membership Program**" (or the "**Program**") is a service program offered by **Company** and is paid for by the ERO and provided to the Taxpayer as part of the tax preparation services at no additional cost to the Taxpayer.
- c. "**Business Return**" means an IRS acknowledged federal tax return form 1065, 1120 or 1120-S, and/or a state acknowledged **Business Return** (if applicable) and is not otherwise excluded in this Agreement.
- d. "**Negligence**" means failure on the part of the tax preparer to exercise the care or apply the effort to research IRS and/or state tax codes, instructions and guidelines that a reasonably prudent tax preparer would exercise in their efforts to comply with IRS and/or state tax codes in the preparation of a **Business Return**; or failure on the part of the **Business Owner** to exercise the care or apply the effort that a reasonably prudent person would exercise in providing their tax preparer with complete and accurate information to enable them to accurately prepare the **Business Return**.
- e. "**Tax Preparer**" means the individual completing and signing the acknowledged **Business Return** as the paid preparer.
- f. "**Business Owner**" or "**Member**" means the individual (or individuals) for whom the **Tax Preparer** completes and signs an acknowledged **Business Return**.
- g. "**Company**" Tax Protection Plus, LLC and the American Advantage Association
- h. "**Company Program Fee**" the **Company** established fee charged by **Company** for a business to participate in the **Program** and paid to **Company** by the **ERO**.

2. Services provided by Company under the Program: From the date the IRS or state (if applicable) has acknowledged transmission of your **Business Return** and **Company** receives payment of the **Company Program Fee** and for a period of three (3) years (for Federal **Business Returns**) and four (4) years (for state **Business Returns**) from the date of acknowledgment of the **Business Return** (the Membership Term), if the IRS or state audits or issues a letter or notice regarding the **Business Return**, **Company** will provide the following Services to be performed exclusively by **Company** representatives for up to \$1,000,000.00 in service fees at **Company's** then-current retail rate structure for such Services (collectively, the "Services"):

- 2.1 Evaluation of all related IRS and/or correspondence.
- 2.2 Explanation of case requirements and the available options.
- 2.3 Professional IRS and/or state document review, consultation and organization.
- 2.4 Drafting of letters and other necessary correspondence with the IRS and/or state as needed.
- 2.5 Assistance with telephone communication with the IRS and/or state for explanations and discussions during the audit process, if applicable.
- 2.6 Assistance with denied credits, including but not limited to: General Business Credit, Work Opportunity Credit, and Small Employer Health Insurance Premiums Credit.
- 2.7 Assistance with IRS and/or state Identity Theft
- 2.8 Tax debt relief including but not limited to Installment Agreements, Offers in Compromise, Tax Penalty Abatement, Tax Liens, and Wage Garnishment Relief. Businesses with unpaid prior tax debt may not qualify for assistance with some or all tax debt relief options, including but not limited to Offers in Compromise.
- 2.9 Representation before the IRS and/or state by a credentialed **Company** representative, when **Company**, in its sole discretion, determines such representation is necessary.
- 2.10 Legal representation in a federal and/or state tax court by a **Company** appointed tax attorney, when **Company**, in its sole discretion, determines such legal representation is the most advisable option.
- 2.11 The Services are subject to change, modification, or substitution at any time without notice to the **Member**. To receive Services, a **Member** must access the services as instructed within the Membership materials provided.

3. Program Exclusions: The following types of tax returns and/or Inquiries are specifically excluded. **Company** is under no obligation to provide **Member** with the Services in connection with such returns and or Inquiries:

- 3.1 Employment tax returns including but not limited to forms 940, 941, 943 and 944.
- 3.2 **Business Returns** other than forms 1065, 1120, 1120-S, and state **Business Returns**.
- 3.3 **Returns** in which the **Business Owner**, **Tax Preparer** or **ERO** had knowledge of additional taxes owed, or had knowledge of an existing audit, letter or notice from the IRS or state taxing authority as of the date **Member** enrolled in the **Program**.
- 3.4 **Business Returns** prepared with **Negligence**, recklessness, intentional misrepresentation or fraud.
- 3.5 Local, city and county tax returns.
- 3.6 Prior tax year **Business Returns** that are not eligible for E-File.
- 3.7 **Business Returns** or **Business Returns** filed by Tax Preparers that have become subject to IRS or state criminal investigations.
- 3.8 Letters, notices, or audits related to foreign and/or international income, court awards and damages, bartering income, estate tax, gift tax, state ad valorem tax, state franchise tax, business dissolution and Secretary of State annual filing and/or registration.
- 3.9 Letters, notices, or audits related to the following credits: Foreign tax credit, and "Credit" for prior year minimum tax.
- 3.10 When there is a lack of clarity from the IRS, or state taxing authority, we may be unable to provide complete assistance.
- 3.11 Any services performed by any individual or company other than the Services performed by **Company** or a **Company** appointed representative.
- 3.12 Self-prepared **Business Returns**

4. Member Responsibilities: For **Company** to be obligated to provide the Services to **Member**, the **Member** agrees to take the following actions:

- 4.1 Contact the IRS and/or state (with the assistance of **Company**) per the audit notice received to request an extension of the deadline for responding.
- 4.2 Notify **Company** of any IRS and/or state correspondence or notice regarding the **Business Return** within thirty (30) days from the date of such notice along with a complete copy of the **Business Return**.
- 4.3 Provide **Company** any further assistance or documents as requested that support claims made on the **Business Return**.

5. Disclosure of Information: **Member** hereby agrees that specific **Member** information, including all information that **Member** has disclosed to the **ERO** or has been included on the **Business Return**, may be disclosed by the **ERO** to **Company** and used by **Company** in the manner

consistent with this Agreement.

6. Cancellation: If, for any reason, a **Member** is not satisfied with the **Program** and wishes to terminate his/her Membership, the **Member** may cancel the Membership by notifying **Company** in writing or by telephoning a **Program** representative. Membership in the **Program** shall terminate on the date that **Company** receives written notice of cancellation.

7. Member Representations and Acknowledgments: In return for the Services available under the **Program**, the **Member** makes the following representations and acknowledgments:

7.1 **Member** has read this Agreement carefully and understands the **Program**.

7.2 **Member** may cancel the **Program** Membership at any time before the conclusion of the Membership Term.

7.3 Membership in the **Program** and benefits thereunder are not assignable without the express written consent of **Company**. **Member** agrees that he/she will use his/her **Program** Membership only for his/her personal benefit. A **Member's** violation of this paragraph 7.3 will result in immediate termination of the **Program** Membership.

7.4 **Member** acknowledges that **Company** bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the **Program**. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the **Member**.

7.5 **Member** understands that **Member** is responsible for paying the **Tax Preparer** or **ERO** for their services rendered.

7.6 **Member** understands and agrees that all **Tax Preparers** and **EROs** are independent contractors, and that **Company** in no way is responsible for the services provided by a **Tax Preparer** or **ERO**.

7.7 **Member** understands and agrees that they will be enrolled as a member of the American Advantage Association and the American Advantage Purchasing Group to be eligible to receive the benefits of the **Program**.

7.8 **Member** understands and agrees that the **Program** is not insurance.

7.9 The **Member** represents and warrants that they have truthfully provided correct, accurate and complete information to the **Tax Preparer** and to the best of **Member's** knowledge, the **Tax Preparer** has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS and state rules, regulations, procedures, guidelines, publications and requirements, and that the Services provided under the **Program** are conditioned upon such completion.

8. Disclaimer: Failure to comply with procedure and strategy actions recommended by **Company** may result in an IRS and/or state (if applicable) ruling unfavorable to the **Member**. Failure or refusal to comply with requests or instructions from the IRS and/or state (if applicable) during the audit may result in adverse actions taken by the IRS and/or state to **Member's** detriment. In all cases, **Company** will not be held responsible for the outcome and reserves the right to cease providing Services when reasonably warranted.

9. Disclaimer of Warranties: **Company** is not a **Tax Preparer**, **ERO**, or a direct Provider of the tax services provided to **Members** other than the **Program**. ACCORDINGLY, **COMPANY** GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A **MEMBER** FROM A PARTICIPATING **TAX PREPARER** OR **ERO**. **MEMBER** ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON **COMPANY'S** SKILL OR JUDGMENT IN SELECTING A **TAX PREPARER** OR **ERO** FOR THE SERVICES PROVIDED TO **MEMBERS** BY THE **TAX PREPARER** OR **ERO**. In the event any product or service (other than the **Program**) purchased or received by a **Member** from a **Tax Preparer** or **ERO** is canceled, modified, defective, or otherwise unsatisfactory to the **Member**, the **Member** will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

10. General Release: Each **Member** who uses the Services under the **Program** Membership hereby forever releases, acquits and discharges **Company** and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such **Member** or **Member's** legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the course of the use of any and all Services under the **Program**. The sole recourse available to a **Member** or **Member's** legal representative(s) against **Company** shall be cancellation of the **Program** Membership as provided in Section 6.

11. Notices: Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the **Member**, at the address provided by the **Member**.

12. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to Membership in the **Program**. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. **Member** Acknowledges that **THE PROGRAM IS NOT INSURANCE**.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

14. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.

15. Headings: The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

16. Waiver of Breach: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

Identity Theft Restoration Membership Program Agreement

The terms and conditions of this Membership Agreement (the "Agreement") govern the **Protection Plus Identity Theft Restoration Membership Program** ("Program") provided to members of the Program ("Members") by Tax Protection Plus, LLC and the American Advantage Association (cumulatively referred to as "**Company**"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

1. Definitions: The following definitions apply to the Agreement.

- a. "**ERO**" means the Electronic Return Originator participating in the **Program** approved and authorized by **Company**.
- b. "**Protection Plus Identity Theft Restoration Membership Program**" (or the "**Program**") is a service program offered by **Company** and is paid for by the **ERO** and provided to the **Member** as part of the tax preparation services at no additional cost to the **Member**.
- c. "**Business Return**" means an IRS acknowledged federal tax return form 1065, 1120 or 1120-S, and/or a state acknowledged **Business Return** (if applicable) and is not otherwise excluded in this Agreement.
- d. "**Tax Preparer**" means the individual completing and signing the acknowledged **Business Return** as the paid preparer.
- e. "**Business Owner**" or "**Member**" means the individual (or individuals) for whom the **Tax Preparer** completes and signs an acknowledged **Business Return**.
- f. "**Company**" Tax Protection Plus, LLC and the American Advantage Association
- g. "**Company Program Fee**" the **Company** established fee charged by **Company** for a business to participate in the **Program** and paid to **Company** by the **ERO**.

2. Services provided by Company under the Program: From the date the IRS and/or state (if applicable) has acknowledged transmission of your **Business Return** and **Company** receives payment of the **Company Program Fee**, and for a period of one (1) year from the date of acknowledgment of the **Business Return** (the Membership Term), **Company** will provide the following Services to be performed exclusively by **Company** representatives (collectively, the "Services"):

Identity Theft Restoration: Member is provided with toll free telephone access to an identity theft risk management specialist who will provide **Member** with the following recovery Services*:

- Assist **Members** with Investigating fraudulent activity.
- Place phone calls, send electronic notifications, and prepare appropriate documentation on the **Member's** behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions.
- Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Submit ID Theft Affidavit to involved creditors for card cancellation and new card issuance.
- Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce **Member's** rights.
- Assist the **Member** in notifying local law enforcement authorities to file the appropriate official reports.
- Provide peace of mind and resolution of key issues from start to finish as swiftly as possible.
- Provide **Members** with a "Case Completion Kit" including copies of documentation, correspondence, forms and letters for their personal records.
- Provide daily identity monitoring with all three credit bureaus for six months following an identity theft incident reported by **Member** to **Company**.

* Requires **Business Owner** to sign a Special Limited Power of Attorney

2.1 The Services are subject to change, modification, or substitution at any time without notice to the **Member**. In order to receive Services, a **Member** must access the Services as instructed within the Membership materials provided.

3. Program Exclusions: The following types of tax **Business Returns** are specifically excluded. **Company** is under no obligation to provide **Member** with the Services in connection with such returns:

- 3.1 **Business Returns** other than forms 1065, 1120, 1120-S, and state **Business Returns** including, but not limited to forms 940, 941, 943 and 944.
- 3.2 **Business Returns** in which the **Member**, **Tax Preparer** or **ERO** had knowledge of an existing identity theft issue as of the date **Member** enrolled in **Program**.
- 3.3 **Business Returns** or **Business Returns** filed by **Tax Preparers** that have become subject to IRS or state criminal investigations.
- 3.4 Any services performed by any individual or company other than the Services performed by **Company** or a **Company** appointed representative.

4. Member Responsibilities: In order for **Company** to be obligated to provide the Services to **Member**, the **Member** agrees to take the following actions:

- 4.1 Notify **Company** within thirty (30) days from the date of a suspected identity theft incident.
- 4.2 Provide the **Company** with any further assistance or documents as requested that support its **Identity Theft Restoration** Services.

5. Disclosure of Information: **Member** hereby agrees that his/her specific **Member** information, including all information that **Member** has disclosed to the **ERO** or has been included on the **Business Return**, may be disclosed by the **ERO** to **Company** and used by **Company** in the manner consistent with this Agreement.

6. Cancellation Option: If, for any reason, a **Member** is not satisfied with the **Program** and wishes to terminate his/her membership, the **Member** may cancel the membership by notifying **Company** in writing or by telephoning a **Program** representative. Membership in the **Program** shall terminate on the date that **Company** receives written notice of cancellation.

7. Member Representations and Acknowledgements: In return for the Services available under the **Program**, the **Member** makes the following representations and acknowledgements:

- 7.1 **Member** has read this Agreement carefully, understands the **Program**.
- 7.2 **Member** may cancel his/her **Program** membership at any time before the conclusion of the Membership Term subject to the terms of Section 6 of this Agreement.
- 7.3 Membership in the **Program** and benefits thereunder are not assignable without the express written consent of **Company**. **Member** agrees

that he/she will use his/her **Program** Membership only for his/her personal benefit. A **Member's** violation of this paragraph 7.3 will result in immediate termination of the **Program** Membership.

7.4 **Member** acknowledges that **Company** bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the **Program**. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the **Member**.

7.5 **Member** understands that **Member** is responsible for paying the **Tax Preparer** or **ERO** for their services rendered.

7.6 **Member** understands and agrees that all **Tax Preparers** and **EROs** are independent contractors, and that **Company** in no way is responsible for the services provided by a **Tax Preparer** or **ERO**.

7.7 **Member** understands and agrees that they will be enrolled as a member of the American Advantage Association and the American Advantage Purchasing Group to be eligible to receive the benefits of the **Program**.

7.8 **Member** understands and agrees that the **Program** is not insurance.

8. Disclaimer: Failure to comply with procedure and strategy actions recommended by **Company** may result in the **Member's** detriment. In all cases, **Company** will not be held responsible for the outcome and reserves the right to cease providing Services when reasonably warranted.

9. Disclaimer of Warranties: **Company** is not a **Tax Preparer**, **ERO**, or a direct Provider of the tax services provided to **Members** other than the **Program**. ACCORDINGLY, **COMPANY** GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A **MEMBER** FROM A PARTICIPATING **TAX PREPARER** OR **ERO**. **MEMBER** ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON **COMPANY'S** SKILL OR JUDGMENT IN SELECTING A **TAX PREPARER** OR **ERO** FOR THE SERVICES PROVIDED TO **MEMBERS** BY THE **TAX PREPARER** OR **ERO**. In the event any product or service (other than the **Program**) purchased or received by a **Member** from a **Tax Preparer** or **ERO** is canceled, modified, defective, or otherwise unsatisfactory to the **Member**, the **Member** will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

10. General Release: Each **Member** who uses the Services under the **Program** membership hereby forever releases, acquits and discharges **Company** and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such **Member** or **Member's** legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the course of the use of any and all Services under the **Program**. The sole recourse available to a **Member** or **Member's** legal representative(s) against **Company** shall be cancellation of the **Program** Membership as provided in Section 6.

11. Notices: Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the **Member**, at the address provided by the **Member**.

12. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to Membership in the **Program**. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. **Member** Acknowledges that **THE PROGRAM IS NOT INSURANCE**.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

14. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.

15. Headings: The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

16. Waiver of Breach: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

Tax Protection Plus Through the American Advantage Association
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