

Application and Agreement

1. IMPORTANT DISCLOSURES:

PLEASE READ BEFORE YOU SIGN THIS AGREEMENT

This tax preparation office has partnered with 1040taxbiz, in order to provide an enhanced suite of products and services to you, their client. The breadth of our product offerings are dependent upon whether you are owed a federal tax refund, and how you elect to have your federal tax refund funded to you. If you are owed a federal tax refund, you have a right to choose how you will receive your refund. Your tax preparation office is required to review with you all available funding options, as some options are free while other options cost money. If you are due a federal tax refund and elect to have your tax preparation fees deducted from your tax refund by your Tax Preparer's 3rd party banking partner, you are eligible to apply for 1040taxbiz' National Tax Audit, Telemedicine Savings Plan and the Careington Dental/Vision discount Program. Simply fill out this Application and Agreement. By signing below, you are confirming your tax preparer has reviewed all of your funding options with you and you are purchasing one of the three programs listed below.

Taxpayer/Applicant _____ Date _____ Joint Taxpayer/Co-Applicant _____ Date _____

Important Information: You understand that (a) Company cannot guarantee the amount of your tax refund or the date your refund will be issued; (b) Company cannot consider this Application and Agreement complete or approve this Application until Company receives an accepted acknowledgement and payment funds from the IRS of the Taxpayers federal tax return;

[] National Tax Audit Protection: You have received and reviewed the Terms and Conditions for the Audit Assistance program provided by National Tax Audit Protection LLC. You agree to purchase this program for \$64.99 and understand that the cost for this program will be withheld from your tax refund proceeds before the balance is available to you. (Initial(s)_____)

Careington Discount Plans*

[] Vision & Dental Discount Program*: You have received and reviewed the Terms and Conditions for the D&V Discount Program provided by 1040Health and Carington. You agree to purchase this program for and understand that the cost for this program will be withheld from your tax refund proceeds before the balance is available to you. (Initial(s)_____)

Table with 3 columns: Careington Dental POS Dental Network, QualSight Lasik, VSP Vision Savings Pass-Vision Program. Each column contains details about the program's benefits and costs.

[] Family \$129.00/Year or [] Single \$79.00/Year

[] Telemedicine Savings Plan* : You have received and reviewed the Terms and Conditions for the Telemedicine Savings Plan provided by Careington. You understand the cost for this program will be deducted from your tax refund proceeds before the balance is available to you. (Initial(s)_____)

Table with 2 columns: MyTelemedicine United Networks of America, Travel Guard Travel Assistant eDocAmerica CareNet Nurse Line. Each column contains details about the program's benefits and costs.

[] Family \$179.00/Year or [] Single \$99.00/Year

*** THIS PLAN IS NOT INSURANCE and is not intended to replace health insurance.** This plan does not meet the minimum creditable coverage requirements under M.G.L. c.111M and 956 CMR 5.00. This plan is not a Qualified Health Plan under the Affordable Care Act. This is not a Medicare prescription drug plan. The range of discounts will vary depending on the type of provider and service. The plan does not pay providers directly. Plan members must pay for all services but will receive a discount from participating providers. The list of participating providers is at www.careington.com/co/ltc. A written list of participating providers is available upon request. You may cancel within the first 30 days after receipt of membership materials and receive a full refund, less a nominal processing fee (nominal fee for MD residents is \$5, AR and TN residents will be refunded processing fee). FL Residents: you have 30 days from effective date. Discount Medical Plan Organization and administrator: **Careington International Corporation**, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

This plan is not available in Vermont or Washington

Renewal Conditions: By joining a plan, you are authorizing Lee's Tax City, LLC dba 1040taxbiz to deduct payment from your income tax refund for the plan you have selected. This charge shall remain in force until you notify 1040taxbiz in writing of its cancellation. By joining, you indicate you have read the terms and conditions of the plan. This plan will automatically terminate at the end of your membership term.

Termination Conditions: 1040taxbiz and **Careington** reserve the right to terminate plan members from its plan for any reason, including non-payment.

Cancellation Conditions: You have the right to cancel within the first 30 days after receipt of membership materials (FL residents: your 30 days begin after the effective date) and receive a full refund, less the processing fee stated above, if applicable. If for any reason during this time period you are dissatisfied with the plan and wish to cancel and obtain a refund, you must submit a written cancellation request. Lee's Tax City will accept and cancel program memberships at any time during the membership period and will cease collecting membership fees in a reasonable amount of time, but no later than 30 days after receiving a cancellation notice. Please send a cancellation letter and a request for refund with your name and member ID to <**Lee's Tax City dba 1040taxbiz, 5901 E 38th Indianapolis in 46218 and fax 317-536-0677**>. You may also submit cancellation requests by email: sales@1040taxbiz.com **This service will automatically cancel 12/31/2017.**

Description of Services: Please see the enclosed materials for a specific description of the programs that you have purchased.

Limitations, Exclusions & Exceptions: This program is a discount membership program offered by **Careington**. **Careington** is not a licensed insurer, health maintenance organization, or other underwriter of health care services. No portion of any provider's fees will be reimbursed or otherwise paid by **Careington**. **Careington** is not licensed to provide and does not provide medical services or items to individuals. You will receive discounts for medical services at certain health care providers who have contracted with the plan. You are obligated to pay for all health care services at the time of your appointment. Savings are based upon the provider's normal fees. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services with each individual provider. The discounts contained herein may not be used in conjunction with any other discount

plan or program. All listed or quoted prices are current prices by participating providers and subject to change without notice. Any procedures performed by a non-participating provider are not discounted. From time to time, certain providers may offer products or services to the general public at prices lower than the discounted prices available through this program. In such event, members will be charged the lowest price. Discounts on professional services are not available where prohibited by law. This plan does not discount all procedures. Providers are subject to change without notice and services may vary in some states. It is the member's responsibility to verify that the provider is a participant in the plan. At any time **Careington** may substitute a provider network at its sole discretion. **Careington** cannot guarantee the continued participation of any provider. If the provider leaves the plan, you will need to select another provider. Providers contracted by **Careington** are solely responsible for the professional advice and treatment rendered to members and **Careington** disclaims any liability with respect to such matters.

Complaint Procedure: If you would like to file a complaint or grievance regarding your plan membership, you must submit your grievance in writing to: **Careington International Corporation**, P.O. Box 2568, Frisco, TX 75034. You have the right to request an appeal if you are dissatisfied with the complaint resolution. After completing the complaint resolution process, if you remain dissatisfied you may contact your state insurance department.

SHARING INFORMATION:

You authorize the preparer and transmitter of your tax return and the IRS (or state taxing authority) to disclose your 2016 tax return or refund information to Company. You acknowledge that Company may share your information with the preparer and transmitter of your tax return and other third parties to the extent necessary to process your product request. You consent to 1040taxbiz, the preparer and transmitter of your tax return, from time to time, including without limitation for purposes of and to offer you additional products and services. You may revoke this consent by contacting the Company in writing: 1040taxbiz 5901 e 38th Indianapolis in 46218.

SIGNATURES:

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTOOD, AND RETAINED A COPY OF THIS AGREEMENT WITH ALL NECESSARY SPACES COMPLETED and that you agree to all the terms of this Agreement

National Tax Audit Protection Terms and Conditions

Provided by B&B Tax & Audit Services LLC

Email: support@NTAP.tax

(844)323-1040

These are the Terms and Conditions for Service between the customer (“you” and “your”) and B&B Tax & Audit Services LLC / dba: National Tax Audit Protection (“Company”, “we”, or “us”), as it relates to National Tax Audit Protection (“Program”). “Return” refers to your 2016 federal 1040 tax return.

Service Eligibility and Conditions

You are eligible for the Program if you use a tax preparation company authorized to offer National Tax Audit Protections’ program. In order to be eligible for the Company’s audit assistance, you must contact Company of any IRS notifications regarding your Return within 15 days from the date of such notice. You must promptly provide Company with a copy of your IRS notice, Return, and all document utilized in the preparation of your Return.

Program Start Date and Coverage Period

Your participation in the Program is contingent upon your tax refund being funded by the IRS. As part of National Tax Audit Protection’s Application, you agreed to pay for the Program directly from your tax refund proceeds. When National Tax Audit Protection Partners notifies Company that the payment for the Program has been received, your account will immediately be activated. This typically occurs at the same time you receive your federal refund. If the processing of your tax return is delayed, your Program start date will be delayed. If your tax refund is offset and there are insufficient funds to pay for the Program, your request to participate in the program will be denied. Your coverage period begins on the date your account is activated and terminates thirty-six (36) months after the program start date.

Program Assistance

The Program provides you with assistance in the event your 2016 federal tax return is subjected to an IRS audit. This includes any attempt by the IRS to confirm details regarding the accuracy of your Return and request for additional information. Company representatives will provide:

- a. Evaluation of all related IRS correspondence
- b. Document review, organization and consultation
- c. Explanation of claim requirements and the available options
- d. Assisted telephone correspondence with the IRS as necessary throughout the audit process
- e. Drafting of letters and other correspondence as necessary
- f. Assistance with Earned Income Credit Denial

Exclusions and Limitations

The following types of tax returns are not included in the Program and Company is under no obligation to provide you with assistance for:

- a. Non-Resident federal tax returns
- b. Amended federal returns and state and local tax returns filed in conjunction with Return
- c. Corporate or partnership returns including but not limited to 1065 and 1120
- d. Returns consisting of foreign income, court awards and damages, bartering income, cancelled debt, estate and gift tax
- e. Returns in which you or your tax preparer had knowledge of additional taxes owed as of the date your Return was initially prepared transmitted by your tax preparer to the IRS
- f. Returns prepared with gross negligence, recklessness, intentional misrepresentation or fraud on the part of you or your tax preparer including returns subject to IRS criminal investigations

Program does not provide for legal assistance or legal advice of any kind in relation to Company’s audit assistance program, nor can Company guarantee favorable outcomes as a result of your enrollment in Program. We are not an insurance company and Company does not provide financial protection, including reimbursements to you for any cost that may arise from the audit process. Company does not provide face-to-face consultation with you, or face-to-face representation during audit sessions; however, a representative can be made available for telephone correspondence at your request. Program does not include services for filing appeals, audit reconsideration and/or offers-in-compromise.

Disclosure of Information

You agree that your tax return information, including all information that you have disclosed to your tax preparer and ERO for tax year 2016, may be disclosed by your tax preparer and ERO to Company and used by Company to service you.

Changes in Terms and Conditions

Company reserves the right to modify its Program and the Program’s Terms and Conditions, from time to time, without notice, including the right to terminate service. For up to date Terms and Conditions please periodically review the Terms and Conditions found on the website at [http:// NTAP.tax](http://NTAP.tax)

Disclaimer

Company will provide assistance based on information you provide to us. Incorrect or inadequate information you provide to Company may cause us to provide incorrect or inadequate assistance. Company will make every effort to stay up-to-date with all necessary tax changes as they relate to the assistance we provide to you. Due to constant changes within the tax code, and the fact that much of the code is open to interpretation, Company, and Company’s employees may not be held responsible for inaccurate information provided by Company’s service to you. Failure by you to comply with procedure and strategy actions recommended by Company may result in an unfavorable outcome. Your failure or refusal to comply with all Company and IRS requests or instructions throughout the audit process may result in adverse actions taken by the IRS, to your detriment. In either case Company will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.