IMPORTANT DISCLOSURES RELATED TO AN ELECTRONIC REFUND PRODUCT

PLEASE READ THESE IMPORTANT DISCLOSURES BEFORE YOU SIGN THE APPLICATION/AGREEMENT

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 cost money and some options are free. Please read about these options below.

You can file your tax return electronically or by paper and obtain your refund <u>directly</u> from the IRS for <u>free</u>. The IRS can send your refund either by check mailed directly to you through U.S. Mail, or by direct deposit to your bank/credit union account. If you do not have an existing deposit account, you may wish to visit a local financial institution for information on low-cost deposit accounts that may be available. Filing 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	5 to 7 weeks	Paid Directly to Preparer
Paper Return	IRS Direct Deposit	5 to 7 weeks	Paid Directly to Preparer
E-File	IRS Issued Check	9 to 15 days	Paid Directly to Preparer
E-File	IRS Direct Deposit	7 to 13 days	Paid Directly to Preparer

* The estimates shown above do not include any additional time that may be required for your bank to post the refund to your account, or for IRS mail delivery.

You can file your tax return electronically and obtain your refund through an Electronic Refund Product. An Electronic Refund Product (the "Service") is a fee-based product under which your tax refund is sent by the government to a temporary special purpose deposit account at a bank, from which we will send you the refund amount, but after we have deducted the extra Fees and Charges incurred for the services provided. For comparison, the table below contains information about the Service:

Filing Method	Disbursement Choices Available to You	Estimated Availability Of Funds	Tax Preparation Fees
E-File	Check, Direct Deposit *	7 to 13 days	Can be Deducted from Refund
	or Prepaid Debit Card **		

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

Fees related to this Service: If you decide to use our Service you will be charged a \$35.00 Electronic Refund Product Processing Fee. If you are entitled to a state tax refund and use our Service to receive your state refund, a \$12.00 State Product Processing Fee will also be charged. You may also have to pay certain other charges related to the preparation and filing of your tax return, including the cost of tax preparation, a transmitter fee, service bureau fee, and electronic filing fee, as may apply in your situation. If you use our Service, these fees and charges will be deducted from the refund before the remaining balance is delivered to you.

Other important information:

- No one can guarantee whether, when or in what amount a tax refund will be issued. The IRS does not guarantee 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.
- You can lower refund amounts you may receive in future years, and increase your income during those years, by changing your income tax withholding.
- Remember that you have a choice in how you will receive your refund. You do not have to use our Service to receive your refund. Select our Service only after carefully considering your options and only if it makes the best sense for you under your circumstances.
- Once your tax return is filed, you may visit <u>www.irs.gov</u> and click on 'Where's My Refund' to learn information about the processing of your refund.

Application/Agreement for an Electronic Refund Product

Offered by Fort Knox Financial Services Corporation, d/b/a Refund Advantage ("we" or the "Service Provider")

1. GENERAL INFORMATION ABOUT AN ELECTRONIC REFUND PRODUCT: By completing this Application/Agreement (the "Agreement"), you will be applying for a Refund Transfer pursuant to which your federal tax refund (and your state tax refund, if applicable) will be directed for deposit to Ohio Valley Bank Company, a FDIC insured depository institution (the "Bank") as described in Section 3 below, and then disbursed to you in accordance with the terms of this Agreement (the "Service"). In exchange for the Service provided, you agree to pay the fees and costs set forth in Section 13 of this Agreement, including a \$35.00 Electronic Refund Product Processing Fee.

2. STATE TAX REFUNDS: If in connection with your execution of this Agreement, you have instructed your Tax Preparer that your state tax refund claim be handled through this Service, and provided that your state tax refund is in fact routed in that manner, you agree to pay to the Service Provider the State Product Processing Fee of \$12.00 as specified in Section 13 below. In addition, you authorize and direct the Bank to deduct the amount of the State Product Processing Fee from your state tax refund and to remit that amount to the Service Provider.

3. SPECIAL PURPOSE DEPOSIT ACCOUNT: By signing this Agreement, you authorize and direct the Service Provider to cause the Bank to establish and maintain a special purpose deposit account (the "Account") to (i) receive the direct deposit of your federal and/or state tax refund(s), (ii) pay pursuant to this Agreement the Fees and Charges specified in Section 13, and (iii) make other disbursements called for in this Agreement. This Account is for the sole purpose of receiving tax refund payment(s) under the Service and you will not be permitted to make any deposits to or withdrawals from this Account. You will not be permitted to close the Account, but the Bank may close the Account at any time. The Account is non-interest bearing and does not have any minimum balance requirements.

4. RECEIPT AND APPLICATION OF TAX REFUND(S): By signing this Agreement you authorize and direct your Tax Preparer and the Service Provider to make arrangements to cause the IRS (and state taxing authority, if applicable) to remit your tax refund for the calendar year in question to the Bank by direct deposit. You authorize the Bank to accept for deposit such tax refunds in your name transmitted to the Bank. After deduction of all fees & charges as specified in Section 13 or as otherwise provided for in this Agreement, the Bank will promptly disburse the remaining balance of your tax refund(s), if any, from the Account in accordance with the terms of this Agreement. You appoint the Service Provider as your agent for all purposes necessary to carrying out the Service, including assisting you with obtaining an electronic payment of your federal and/or state tax refund, making arrangements for your tax refund to be received into the Account and providing for the payments from this Account as described herein.

5. REFUND DISBURSEMENT OPTIONS: By checking the appropriate box in Section 12 below, you will select the manner in which you desire to receive the proceeds from your tax refund (less applicable fees and charges specified in Section 13) in one of the following three (3) ways:

A. Paper Check Option. By electing to receive your net tax refund proceeds by paper check, you authorize and direct the Bank to issue a check payable to you in that amount from the Account and deliver it to your Tax Preparer or to your address, and you agree to hold the Bank and the Service Provider harmless if your Tax Preparer does not timely deliver the check to you.

B. Direct Deposit Option. By electing to receive your net tax refund proceeds by direct deposit, you authorize and direct the Bank to transfer funds from the Account to an existing deposit account in your name as you specify in Section 12 below. If the deposit account information you supply is inaccurate and the amount in question is transferred to that specified account (and you do not own or control it), you agree that you will be responsible for the loss. In addition, if the transfer is rejected by the financial institution that holds the account you specify, or cannot be accomplished for any other reason, you authorize and direct the Bank to deliver the amount in question by paper check to the ERO/Tax Preparer in accordance with Section 5.A. above.

C. Prepaid Debit Card Option. By electing to receive your net tax refund proceeds in the form of a Prepaid Debit Card, you authorize and direct the Bank to transfer that amount from the Account to a Prepaid Debit Card processor that is selected and designated by the Service Provider, and the Service Provider will cause an appropriate prepaid debit card to be provided to you. Additionally, if you select the Prepaid Debit Card option and file a joint tax return, you understand that the Prepaid Debit Card specified in Section 12 of this Agreement can only be issued in the name of one individual. Accordingly, you understand that if you have applied for an Electronic Refund Product, the prepaid debit card will be in the name of the primary applicant.

6. SHARING INFORMATION: By signing this Agreement, you authorize your Tax Preparer, any applicable service bureau and/or transmitter and the IRS (and any applicable state taxing authority) to disclose your 2012 tax return and refund information to the Service Provider, the Bank, and to each other. You also authorize and acknowledge that the Service Provider and the Bank may share such information with your Tax Preparer, any applicable service bureau, transmitter, and third parties involved in the Service and/or others (including the government) as necessary to detect or report suspicious or fraudulent tax returns and/or possible fraudulent activity, as permitted by law. You authorize the Bank and Service Provider to provide your Tax Preparer and any applicable service bureau and/or transmitter information regarding the status of your account and to perform any actions they deem necessary to verify the accuracy of information contained in this Application/Agreement. You authorize the Service Provider to inquire of the IRS (and state taxing authority, if applicable) as to the status of your refund(s) and to receive from or supply to the IRS (and state taxing authority, if applicable) information to expedite the issuance of your refund(s). You also authorize the Service Provider to inquire of the Treasury Offset Program Call Center to determine whether your tax refund may be offset. You may not revoke any of the foregoing authorizations except as permitted by applicable law. For more information about our privacy policies, see the Privacy Policy at the end of this Agreement.

7. ASSIGNMENT: By signing this Agreement, you agree that the Service Provider may assign, sell or transfer all or part of its 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.

8. MISCELLANEOUS: No one can, and Service Provider does not, guarantee the amount of your tax refund, if any, or the date on which it may be received. Furthermore, you understand that your requests made in this Application/Agreement may be denied for any reason.

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 employment of a Tax Preparer. If you elect to use the Service, only returns transmitted to the Service Provider 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 agree and affirm that you have chosen the Tax Preparer for your own reasons and/or convenience, without the recommendation or endorsement of this Service Provider. The Service Provider will not check the Tax Preparer's returns for accuracy, compliance, completeness or filing errors. You acknowledge and agree that your Tax Preparer is authorized to act as your agent for all purposes necessary to effect the purpose of this Agreement and has so acted as your agent in connection with the completion and transmission to the Service Provider of this Application/Agreement for an Electronic Refund Product, and is acting as your agent to arrange and/or communicated on your check(s) or Prepaid Debit Card as selected by you under Section 12 below, if any. You authorize us to rely upon information communicated on your behalf by the Tax Preparer. You absolve and will hold harmless the Service Provider from any liability should your Tax Preparer fail to deliver accurate information about yourself, should the Tax Preparer fail to deliver a check or Prepaid Debit Card to you. You further acknowledge that the services provided by your Tax Preparer are not complete until your refund proceeds have been disbursed to you under this Agreement. You also agree that if the Bank or the Service Provider is legally required to give you any specific notices or disclosures, the Bank or Service Provider may provide such information to your Tax Preparer to forward to you.

The Electronic Refund Product Processing Fee and the State Product Processing Fee are being charged by the Service Provider and portions of those fees may be shared with the Bank, your Tax Preparer, a service bureau or transmitter or other third-party service providers.

If you fail to cash any check that is issued to you pursuant to this Agreement before January 1, 2014, a check reissue fee of \$50 may be assessed, regardless of whether or not you request the Service Provider to reissue a replacement check.

Liability Release and Damage Limitation: You agree by signing this Agreement that the Service Provider and Bank (collectively, the "Released Parties") are not responsible to you for any payment or disbursement once it has occurred and you hereby release Released Parties from any such liability for having made such payment or disbursement. You affirm that Released Parties are not liable or responsible, and you hereby release Released Parties from liability for: (a) a taxing authority's failure to make a refund payment, to make a refund in a timely fashion, claiming a right it may assert in the nature of off-set against any refund to which you may be otherwise entitled, or paying the refund to an improper taxpayer or account; or (b) any act, error or omission of the Tax Preparer in preparing and/or filing your return, or in the handling or disbursement of any check or Prepaid Debit Card. Subject to the foregoing, Released Parties will not be responsible for, or subject to liability to you (other than those imposed by law), except for Released Parties' own failure to exercise ordinary care in carrying out the obligations specifically and expressly assumed under this Agreement. Released Parties shall not be in violation of its obligation of "ordinary care" by mere clerical error, inadvertence or oversight without malice, or a mistake in fact or judgment based upon Released Parties shall be found to have breached this Agreement or otherwise in any way acted wrongfull. In any event where or when Released Parties shall be found to have breached this Agreement or otherwise in any way acted wrongfully, you will be entitled to recover your direct losses and damages. Released Parties will not be liable for physical or legal circumstances beyond its control (such as fire, flood, intervening conduct of others, etc.), or for delay that results will not be liable for physical or legal circumstances beyond its control (such as fire, flood, intervening conduct of others, etc.), or for delay that results will not be

This Agreement shall be governed by the laws of the Commonwealth of Kentucky and applicable federal laws; except that the Arbitration Agreement provisions contained in Section 10 below shall be governed solely by federal law. The provisions of this Agreement, including but not limited to Section 10, shall survive the termination of this Agreement and/or the completion of the transactions contemplated herein, including the disbursement to you of your tax refund proceeds and/or the filing for protection of the bankruptcy courts by any party to this Agreement.

9. ERROR RESOLUTION NOTICE: In case of errors or questions about electronic transfers made to your own financial institution account, contact us by telephone at (866) 876 - 6648, or write Refund Advantage, PO Box 24462, Louisville KY 40224. It is very important that you contact us immediately if you dispute or are suspicious about a transfer made in connection with your Refund Transfer payment, or if you need more information about a transfer. When you write or call, please provide your name, the account(s) involved in the questioned transaction, describe the error or transfer you are unsure about by date and dollar amount, explain in as much detail as possible why you believe an error occurred or what type of additional information you need. If your contact was by telephone, you are required to send us a written notice containing the same above information about the transaction or question. We will determine whether an error occurred within 10 business days after your notice is given and will promptly correct any error. We have the right to take up to 90 days to investigate your complaint or question respecting transactions occurring pursuant to this Service in the Account set up for handling your tax refund receipt. We will tell you the results of the investigation within 3 business days after the investigation is completed. If it is decided that there was no error, you will be provided a written explanation. You may ask for copies of documents used in the investigation.

10. <u>ARBITRATION AND CLASS ACTION WAIVER AGREEMENT</u>: PLEASE READ CAREFULLY! Section 10 states you will agree that ANY dispute regarding this Agreement will be resolved by BINDING ARBITRATION (except for certain disputes that may be taken to Small Claims Court), AND that you WAIVE your right to participate in a CLASS ACTION lawsuit. Please know that if you sign this Agreement you will thus be giving up your right to go to court to assert or defend your rights for any dispute arising under this Agreement. In the absence of this arbitration agreement and this class action waiver agreement, you would otherwise have the right and opportunity to bring a lawsuit in a court of law and you would otherwise have the right to bring your claims as a class action or to participate as a class member in someone else's class action lawsuit. As an inducement to the Bank and the Service Provider to consider your Application/Agreement, you will agree to waive those rights, except as otherwise provided, by signing this Agreement. If you do not want to be bound by this Section 10, please do not sign this Agreement. This Section 10 does not apply in Illinois, Maine, New York, or where State law prohibits either arbitration requirements or class action waiver provisions within contracts.

Dispute Resolution Procedure. You agree to advise the Service Provider in writing or by telephone, to the mailing address or phone number disclosed in Section 9 above, should you have a complaint or dispute regarding any services provided under the Agreement. Service Provider agrees to investigate your concerns and within ten (10) business days after your notification to then send you a written response. We may extend our investigation period by notifying you in writing, but in no event shall we take more than thirty (30) days to complete the investigation. Exhaustion of the Dispute Resolution Procedure shall be a condition precedent to further pursuit of a claim or controversy as permitted in this Section.

Agreement to Arbitrate All Disputes. Whether or not you have first pursued the above mandatory Dispute Resolution Procedure, any dispute that you may have against (i) the Service Provider, (ii) the Bank or (iii) any of their respective employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents or assigns (such parties, collectively, the "Section 10 Parties") arising out of or relating to this Agreement, or the breach thereof, whether arising in tort, contract or statutory law (a "Claim"), including Claims regarding the applicability or validity of these arbitration provisions, shall be adjudicated and rendered by the arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Dispute Resolution Procedures and its Supplementary Procedures then in effect governing Consumer-Related Disputes Procedures; and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall be governed by the laws of the Commonwealth of Kentucky. The parties acknowledge this Agreement evidences a transaction involving interstate commerce. The Federal Arbitration of VLC. § 1, et seq., shall govern the interpretation, enforcement and proceedings pursuant to this arbitration clause. The parties now herein agree that the arbitrator may apply AAA's "Expedited Procedures," that there shall be one arbitrator, and that they agree that a Desk Arbitration or Telephone Hearing shall be employed in the proceedings, without an in-person hearing. To the fullest extent permitted by the governing law and this Agreement, the arbitrator will have no authority to award punitive, special, consequential, indirect or other damages not measured by the prevailing party's actual damages, except as may be required by statute. All parties participating in the arbitration shall have the right, at their own expense, to be represented by an attorney or spokesperson of their own choosing. If you prevail in the arbitration of any

<u>Small Claims Court Exception</u>. Assuming that any controversy has not been resolved through completion of the Dispute Resolution Procedure, you and any Section 10 Party have the option to choose to file in Small Claims Court any Claim that is permitted under their Small Claims Court rules of practice and its jurisdiction. If a Claim is brought in a Small Claims Court, it must be asserted on an individual basis and shall not be maintained as class action type of proceeding either in Small Claims Court or in a superior court of jurisdiction.

No Class Action or Consolidated Proceedings. NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. All parties to the arbitration must be individually named. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE TRIED IN A COURT OF LAW OR EQUITY OR TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. By signing below, you understand and acknowledge that by consenting to submit claims to arbitration pursuant to this Agreement, you knowingly and intentionally will be forfeiting your right to participate in or to share in any class action awards. This Section will not apply to any individual Claims you may file in a lawsuit prior to the effective date of this Agreement, nor to the claims of a class certified prior to the effective date of this Agreement. This Section will apply to all other Claims, including class Claims where a class has not yet been certified, even if the facts and circumstances upon which the claims are based occurred or existed before the effective date of this Agreement.

11. APPLICANT(S) INFORMATION: (All lines must be completed. Joint Applicant information required if filing joint return.)

Applicant Name(s) and Date(s) of Birth:

Primary Applicant:		SSN:			
Joint Applicant:		SSN:			
Applicant Physical Address and Phone Number (Address may not be a PO Box):					
Street:	City:	State: Zip:			
Home Phone: ()	Alternate/Work Phone: ()			
IDENTIFICATION REQUIREMENT: In accordance with the USA Pa ERO/Tax Preparer two forms of IDs. At least one must be a current p	triot Act and other identification requi	rements, the Taxpayer must supply to the			
Group A (must be picture ID): Drivers License, BMV/DMV State ID, Military ID, US Passport, Resident Alien ID Group B: Visa/MC/Discover, SSN Card, Union Membership, Check Cashing Card, Prior Client, Employee ID, Student ID					
12. SELECTED OPTION FOR DISBURSEMENT OF FUNDS: Check one (and only one) of the boxes in this Section 12 to specify the manner in which you have elected to receive the proceeds that are to be provided to you under this Agreement. See Sections 1 and 5 above for more detail about the options provided for in this Section 12.					
Paper Check.					
Direct Deposit. If you select this option, provide your exis	ting deposit account information belo	w.			
Bank Routing Number: Account	Number:	Type of Account: Checking Savings			
Prepaid Debit Card. If you select this option, specify the card number below and review the Terms and Conditions of the Prepaid Debit Card option, you acknowledge that you have received, read, understand and agree to the terms and conditions applicable to the use of the Prepaid Debit Card option, card and the card program as outlined in the Terms and Conditions in the Card User Guide, which is herein specifically incorporated by reference.					
Card Number:					
13. FEES & CHARGES: By signing this Agreement, (i) you agree to pay each of the amounts specified below in this Section 13, and (ii) you have agreed to the Bank deducting the fees below before remitting the proceeds of your Refund Transfer to you. DO NOT SIGN THIS AGREEMENT UNTIL ALL BLANKS ARE FILLED IN. You should consult your Tax Preparer if you have any questions concerning the specific fees and charges that will be charged to you under this Agreement. NOTE: You have the right to pay your Tax Preparer directly, and if you do so, then your Tax Preparer's fees will not be deducted from the net refund you will receive under our Service. You will inform us of the Tax Preparer charge you want deducted from your refund by indicating the dollar amount in this Section 13. Even if you elect to pay your Tax Preparer's tax preparation charges directly, you will still be charged all other applicable fees and					
charges disclosed in Section 13.					
Tax Preparation Fee: \$	Transmitter Fee:	\$			
Electronic Filing Fee: \$	Electronic Refund Product Processing Fee:	\$			
Service Bureau Fee: \$		·			
In addition to the fees outlined above in this Section 13, a State Product Processing Fee of <u>\$12.00</u> will be charged if your state refund is received pursuant to this Application/Agreement.					
DEBT COLLECTION NOTICE AND AUTHORIZATION: If you owe year from the Bank or the Service Provider and you complete this A Provider to deduct from the receipt of your tax refund(s), an amount party on your behalf.	e money related to a RAL or Electron pplication/Agreement, you authorize equal to the balance owed and remi	ic Refund Product you received in a prior and instruct the Bank and the Service t the amount withheld to the appropriate			
14. APPLICANT CERTIFICATIONS: By signing this Application/Agreement, I hereby certify that all of my information in this Application/Agreement is true and correct. I also certify that I have received a completed copy of this Application/Agreement and that I have carefully read and considered all of the provisions of this Application/Agreement. I also certify that before completing this Application/Agreement, I have read and received a disclosure page titled "Important Product Disclosures related to an Electronic Refund Product."					
x Primary Applicant Signature Date	x				
Primary Applicant Signature Date	Joint Applicant Signature (if filir	ng joint return) Date			
By signing below, I (ERO/Tax Preparer) hereby certify to the Service Provider and to the Bank that I have (i) complied with the Identification requirements specified in Section 11 hereof, (ii) witnessed the above signature(s) of the applicant(s), and (iii) provided applicant(s) with a copy of this Application/Agreement and the separate form outlining important product disclosures.					
Signature (ERO/Tax Preparer):	Date: EFI	N:			