



Independent Consultant Agreement



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Statement of Policies and Procedures

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Policies and Procedures

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Tax Rebate Specialists LLC (hereafter "Tax Rebate Specialists," "TRS," or simply the "Company") recognizes that in order to develop a long-term and mutually rewarding relationship with its independent business owners ("Independent Consultants" or "ICs") and retail customers ("Customers"), Company and its ICs must acknowledge and respect the true nature of the relationship.

- A. In the spirit of mutual respect and understanding, Company is committed to:
 - I. Providing prompt, professional and courteous service and communications to all of its ICs and Customers;
 - II. Providing the highest level of quality services at fair and reasonable prices;
 - III. Paying commissions accurately and timely; and
 - IV. Offering ICs an opportunity to grow with the Company.
- B. In return, Company expects that its ICs will:
 - I. Conduct themselves in a professional, honest, and considerate manner;
 - II. Present Company and service in an accurate and professional manner;
 - III. Present the Compensation Plan in a complete and accurate manner;
 - IV. Not make exaggerated or unsubstantiated income claims;
 - V. Make reasonable efforts to support Customers and to support and train ICs in their downline;
 - VI. Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
 - VII. Provide positive guidance and training to ICs in their downline while exercising caution to avoid interference with other downlines;
 - VIII. Accurately complete and submit the IC Agreement and any requested supporting documentation in a timely manner; and
 - IX. Refrain from acting in any way that may constitute harassment of any kind. Such conduct may include, but not be limited to, derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcomed sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. ICs are strongly encouraged to report any type of harassment incidents immediately. Company will not tolerate acts or threats of violence or other violative actions and will investigate all reports and will not hesitate to discipline or terminate an IC who is found to have violated this provision.

1.2 Policies and Compensation Plan Incorporated into the Independent Consultant Agreement

Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Income Disclosure Statement, Company Policies and Procedures, the Company Privacy Policy, the Compensation Plan, and the IC Agreement. It is the responsibility of the Sponsoring IC to provide the most current version of these Policies and Procedures (available on the Company website or upon request), the most updated Income Disclosure Statement, and the Company Compensation Plan to each applicant prior to their execution of the IC Agreement.

1.3 Purpose of Policies

- A. Company markets products and services through a network of business owners. To clearly define the relationship that exists between ICs and Company and to explicitly set a standard for acceptable business conduct, Company has established these Policies and Procedures.

- B. Company ICs are required to comply with: (i) all of the terms and conditions set forth in the IC Agreement, which Company may amend from time to time in its sole discretion; (ii) all federal, state, and local laws governing their TRS business; and (iii) these Policies and Procedures and all agreements incorporated herein.
- C. Company ICs must review the information in these Policies and Procedures carefully. Should an IC have any questions regarding a policy or rule, the IC is encouraged to seek an answer from their Sponsor or any other upline IC. If further clarification is needed, the IC may contact Company Customer Service (consultant@TaxRebateSpecialists.com).

1.4 Changes, Amendments, or Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Company reserves the right to amend the Agreement and the prices of Company products/services in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. Amended provisions shall not apply retroactively to conduct that occurred prior to the effective date of the amendment(s) except where indicated, and only in the event that the IC expressly agrees to the amendment applying retroactively.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON AN IC'S EXPRESS AGREEMENT TO SUCH AMENDMENT. AN IC MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR THE IC'S PERSONAL WEBSITE. COMPANY MAY TERMINATE THE IC AGREEMENT OF ANY IC WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE IC ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

- B. For purposes of this Section and others within these Policies and Procedures, it is imperative for ICs to keep all contact information up to date for any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. Posting on the official Company website;
 - II. Electronic mail (email); or
 - III. In writing through Company newsletters or other Company communication channels.

1.5 Delays

Company shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, weather, pandemic, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of December 1, 2023 ("Effective Date") and, at such time, shall automatically supersede any prior Policies and Procedures ("Old Policies and Procedures"), and, on that date, the Old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming A Tax Rebate Specialists Independent Consultant

- A. To become an IC, an applicant must comply with the following requirements:
 - I. Be of the age of eighteen (18) or older;
 - II. Reside or have a valid address in the United States or a United States territory;
 - III. Have a valid taxpayer identification number (e.g., Social Security Number, Federal Tax ID Number, ITIN, etc.);
 - IV. Submit a properly completed and signed IC Agreement to Company; and
 - V. Provide an email address that is not already associated with an existing IC account.

2.2 New Independent Consultant Registration By Internet

- A. A potential new IC may self-enroll on the Company corporate website or a Sponsor's replicated website. In such event, instead of a physically signed IC Agreement, Company will accept the electronic IC Agreement by way of web-enrollment and one's "electronic signature." This electronic signature signifies that the new IC has accepted the terms and conditions of the IC Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
- B. Company reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, the signed IC Agreement must be received by Company within seven (7) days of enrollment.
- D. Signed documents, including but not limited to, the IC Agreement, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the IC's business.

2.3 Identification Numbers

All ICs are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to the Company either on the IC Agreement or at the Company's request. Upon enrollment, the Company will provide a unique IC/Company Identification Number to the IC by which they will be identified. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.4 Renewals and Expiration of the Independent Consultant Agreement

- A. If the IC allows their IC Agreement to expire for any reason, the IC will lose any and all rights to their downline organization unless the IC reactivates within 60 days following the expiration of the Agreement.
- B. If the former IC reactivates within the 60-day time limit, the IC will resume the rank and position held immediately prior to the expiration of the IC Agreement. However, such ICs paid as level will not be restored unless their position or their entity qualifies at that payout level in the new month. The IC is not eligible to receive commissions for the time period that the IC's business was expired.
- C. Any IC who was terminated or whose Agreement has expired and lapsed the 60-day grace period is not eligible to reapply for a TRS business for 12 months following the expiration of the IC Agreement.
- D. The downline of the expired IC will roll up to the immediate, active upline Sponsor, or as otherwise determined at Company's sole discretion so as to protect the integrity of the genealogy and to avoid any potential manipulation thereof.

2.5 Business Entities and Changes in Independent Consultant Genealogy

- A. A Company IC may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust, or from one type of business entity to another.
- B. **Changes to a Business Entity.** Each IC must immediately notify the Company of any changes to the type of business entity they utilize in operating their TRS business and the addition or removal of business associates. A TRS business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The IC Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to the Company.
- C. **One TRS business Per Independent Consultant.** An IC may operate or have an ownership interest, legal or equitable, as an individual, sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one TRS business. No individual may have, operate or receive compensation from more than one TRS business. Individuals of the same family unit may not enter into or have interest in separate TRS businesses. Each family unit is limited to one TRS businesses. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

2.6 Independent Business Relationship; Indemnification for Actions

- A. A Company IC is an independent contractor and not a purchaser of a franchise or sales opportunity. Therefore, each IC's success depends on their independent efforts.
- B. The Agreement between Company and its ICs does not create an employer/employee relationship, agency, partnership, or joint venture between Company and the IC.

- C. A Company IC shall not be treated as an employee of Company for any purposes, including without limitation, for federal or state tax purposes. All ICs are responsible for paying local, state, and federal taxes due from all compensation earned as an IC of Company. Any other compensation received by ICs from Company will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The IC has no express or implied authority to bind Company to any obligation or to make any commitments by or on behalf of Company. Each IC, whether acting as management of a Business Entity or represented as an individual, shall establish their own goals, hours, and methods of operation and sale, so long as they comply with the Terms of the IC Agreement, these Policies and Procedures, and applicable federal, state and local laws and regulations.
- D. The Company IC is fully responsible for all of their verbal and written communications made regarding Company products, services, and the Compensation Plan that are not expressly contained within Official Company materials. ICs shall indemnify and hold harmless Company, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees, and court costs incurred by Company as a result of the IC's unauthorized representations or actions. This Provision shall survive the termination of the Company IC Agreement.
- E. ICs may not answer the phone by saying "Tax Rebate Specialists," "Tax Rebate Specialists, LLC," or by any other manner that would lead the caller to believe that they have reached the Company's corporate offices. An IC may only represent that they are a Company IC. Therefore, all correspondence and business cards relating to or in connection with an IC's TRS business shall contain the IC's name followed by the term "Independent Consultant."
- F. **Sales Tax Obligations.** The IC shall comply with all federal, state, and local taxes and regulations governing the sale of Company products and services.
- G. Company encourages each IC to consult with a tax advisor for additional information for their business.

2.7 Errors or Questions

If an IC has questions about or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the IC must notify Company in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed expressly waived by the IC.

2.8 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, ICs shall not represent or imply that the Company or its Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency.

3.0 TAX REBATE SPECIALISTS INDEPENDENT CONSULTANT RESPONSIBILITIES

3.1 Training and Leadership

- A. Any Company IC who sponsors another IC into Company must perform an authentic assistance and training function to ensure their downline is properly operating their TRS business. Sponsoring ICs should have ongoing contact and communication with the ICs in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, phone, contact, team calls, voicemail, email, personal meetings, accompaniment of downline ICs to Company meetings, training sessions, and any other related functions.
- B. A Sponsoring Company IC should monitor the ICs in their downline organizations to ensure that downline ICs do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such IC should be able to provide documented evidence to Company of their ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline ICs are encouraged to motivate and train new ICs about Company's products and services, effective sales techniques, the Company Compensation Plan, and compliance with Company Policies and Procedures.
- D. Marketing product is a required activity in Company and must be emphasized in all recruiting presentations. In fact, the Company emphasizes and encourages all of its ICs to sell Company's services to Customers.
- E. To promote both the services and the opportunity Company offers, ICs must use the sales aids and support materials produced by Company. If Company ICs develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding ICs' good intentions, they may unintentionally violate any number of statutes or regulations

affecting the TRS business. These violations, although they may be relatively few in number, could jeopardize the Company opportunity for all ICs. Accordingly, ICs must submit all written sales aids, promotional materials, advertisements, websites, and other literature to the Company for Company's approval prior to use. Unless the IC receives specific written approval to use the material, the request shall be deemed denied. All ICs shall safeguard and promote the good reputation of Company and its products and services. The marketing and promotion of Company, the Company opportunity, the Compensation Plan, and Company products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.2 Constructive Criticism; Ethics

- A. Tax Rebate Specialists endorses the following Code of Ethics:
- I. An IC must show fairness, tolerance, and respect to all people associated with Company, regardless of race, gender, sexual orientation, social class, religion, or otherwise, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
 - II. An IC shall strive to resolve business issues, including situations with upline and downline ICs, by emphasizing tact, good will, and taking care not to create additional problems.
 - III. Company ICs must be honest, responsible, professional and conduct themselves with integrity. Acts of dishonesty or unprofessional conduct shall include, but not be limited to: fraud, larceny, theft, embezzlement, forgery, misappropriation, and wrongful conversion.
 - IV. Company ICs shall always present accurate information like proper disclaimers and access to the Income Disclosure Statement when encouraging prospects to join the Company. Moreover, as an IC, you agree to never intimidate nor engage in unlawful recruiting practices, including any suggestion that excessive inventory purchases are necessary to participate in Company or to be successful as a Company IC.
 - V. Company ICs are prohibited from self-enrolling to become their own Customer. All Customers signed up via the referral program are subject to Company review to determine the validity of the Customer acquisition. Any IC who is affiliated in any way with their referred Customer must notify Company of this fact. Manipulation of the Compensation Plan or enrollment for personal business gain, including but not limited to, receiving a personal discount on Company goods or services is strictly prohibited. Any IC who refrains from disclosing any affiliation is subject to disciplinary sanctions in accordance with these Policies and Procedures.
- B. Company may take appropriate action against an IC if it determines, in its sole discretion, that an IC's conduct is detrimental, disruptive, or injurious to Company or to other ICs.

3.3 Non-Disparagement

In accordance with other provisions within these Policies and Procedures, ICs must not disparage, demean, or make negative remarks about the Company, other Company ICs, Company's products or services, the Compensation Plan, or Company's owners, board members, directors, officers, employees, or the like, or make statements that unreasonably offend, mislead or coerce others. Such conduct represents a material breach of these Policies and may result in Company sanctioning or otherwise disciplining the ICs in accordance with these Policies and Procedures as deemed appropriate by the Company at its sole discretion.

3.4 Reporting Policy Violation

- A. An IC who observes a policy violation by another IC should submit a written and signed letter (email will not be accepted) of the violation directly to the Company Corporate office. The letter shall set forth the details of the incident as follows:
- I. The nature of the violation and specific facts to support the allegations;
 - II. Dates and number of occurrences;
 - III. The person/people involved; and
 - IV. Supporting documentation.
- B. Once the matter has been presented to Company, the Company Compliance Department will investigate the report thoroughly and decide what, if any, action should be taken.
- C. This Section refers to the general reporting of policy violations as observed by other ICs for the mutual effort to support, protect, and defend the integrity of the TRS business and sales opportunity. If an IC has a grievance or complaint against another IC which directly relates to their TRS business, the steps set forth in these Policies and Procedures must be followed.

3.5 Cross Sponsoring Prohibition

- A. "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual or Business Entity that already has a signed IC Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Company, sanctions up to and including termination of an IC's business may be imposed.
- B. The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, fictitious ID numbers, or otherwise to evade or circumvent this policy is not permitted and Company has the right to reject any IC application or terminate any IC Agreement.
- C. This policy does not prohibit the transfer of a TRS business in accordance with Company Sale or Transfer Policy set forth herein.

3.6 Adherence to the Tax Rebate Specialists Compensation Plan

- A. An IC must adhere to the terms of the Company Compensation Plan as set forth in these Policies and Procedures as well as in Official Company literature. Deviation from the Compensation Plan is prohibited.
- B. An IC shall not offer the Company opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Company literature.
- C. An IC shall not require or encourage a current or prospective Customer or IC to participate in Company in any manner that varies from the Compensation Plan as set forth in Official Company literature.
- D. An IC shall not require or encourage a current or prospective Customer or IC to make a purchase from or payment to any individual or other entity as a condition to participating in the Company Compensation Plan, other than such purchases or payments required to naturally build their business.

3.7 Adherence to Laws, Regulations, and Ordinances

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to ICs because of the nature of the business. However, ICs must check their local laws and obey the laws that do apply to them. An IC shall comply with all federal, state, and local laws and regulations in operating their TRS business.

3.8 Compliance with Applicable Income Tax Laws

- A. Company will automatically provide a complete 1099-NEC form (non-employee compensation) to each U.S. IC whose earnings for the year are at least \$600 or who has purchased more than \$5,000 of Company products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the IC, and a fee may be assessed by Company to the IC.
- B. An IC accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an IC, and further agrees to indemnify Company from any failure to pay such tax amounts when due.
- C. If an IC's business is tax exempt, the Federal Tax Identification Number must be provided to Company in writing.
- D. Company encourages all ICs to consult with a tax advisor for additional information for their business.

3.9 Actions of Household Members or Affiliated Parties

If any member of an IC's immediate household engages in any activity which, if performed by the IC, would violate any provision of the Agreement, such activity will be deemed a violation by the IC and Company may take disciplinary action pursuant to these Policies and Procedures against the IC. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust, or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Company may take disciplinary action against the Business Entity. Likewise, if an IC enrolls in Company as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

3.10 Solicitation for Other Companies; Other Business Restrictions

- A. A Company IC may participate in other direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement, and for one (1) year thereafter, a Company IC may not recruit any Company IC or Customer for any other Network Marketing business, unless that IC or Customer was personally sponsored by such IC. The preceding sentence shall not be construed to permit an IC to recruit one of their downline ICs and Customers in an effort to have that IC do the same. Company shall,

in its sole discretion, have the ability to enforce this provision as it deems fit in order to fulfill both the purpose and the spirit of this non-solicitation provision.

- B. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party) another IC or Customer to enroll or participate in any Network Marketing opportunity and the active role of discouraging others from enrolling within the Company opportunity. This conduct represents recruiting even if the IC's actions are in response to an inquiry made by another IC or Customer. If any lawsuit, arbitration, or mediation is brought against an IC alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, the Company will not pay any of IC's defense costs or legal fees, nor will the Company indemnify the IC for any judgment, award, or settlement.
- C. An IC may not display or bundle Company products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or IC into believing there is a relationship between the Company and non-Company products and services.
- D. An IC may not offer any non-Company opportunity, products or services at any Company related meeting, seminar or convention, or immediately following a Company event.
- E. An IC may not offer any type of contact information connected to any Company IC to another party with the intent of having the other party solicit that IC to consider any product or income opportunity unrelated to Company.
- F. During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as an IC may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your downline or other ICs.
- G. A violation of any of the provisions in this Section shall constitute unreasonable and unwarranted contractual interference between Company and its IC and would inflict irreparable harm on Company. In such event, Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IC or such IC's business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.11 Presentation of the Tax Rebate Specialists Sales Opportunity

- A. In presenting the Company opportunity to potential Customers and ICs, an IC is required to comply with the following provisions:
 - I. An IC shall not misquote or omit any significant material fact about the Compensation Plan.
 - II. An IC shall make it clear that the Compensation Plan is based upon sales of Company products and services.
 - III. An IC shall make it clear that success can be achieved only through substantial independent efforts and must refrain from misrepresentations that include, but are not limited to:
 - a. It's a turnkey system;
 - b. The system will do the work for you;
 - c. Just get in and your downline will build through spillover;
 - d. The Company does all the work for you; or
 - e. All you have to do is buy Company products/services every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an IC without commitment, effort, and sales skill. The Company reserves the right to determine what it considers an inappropriate income or Compensation Plan claim and discipline the offender accordingly.
 - IV. An IC shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Company opportunity or Compensation Plan to prospective ICs or Customers.
 - V. An IC may not make any claims regarding products or services of any offerings by Company except those contained in official Company literature.
 - VI. An IC may not use Official Company material to promote the Company sales opportunity in any country other than those officially permitted by Company.
 - VII. In an effort to conduct best business practices, Company has developed the Income Disclosure Statement ("IDS").

The Company IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Company ICs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective ICs.

A copy of the IDS must be presented to a prospective IC any time the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" or "earnings representation" (collectively "Income Claim") include, but are not limited to, the following: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one IC earned over a million dollars last year" or "Our average-ranking IC makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher-ranking ICs is ten thousand dollars a month on the low end to thirty thousand dollars a month on the high end."

- VIII. Lifestyle claims (e.g., my TRS business allowed me to buy a house, retire from my other job, allow my spouse to quit his or her job, or take a luxury vacation) are also considered to be equivalent to Income Claims.

When an IC discusses their earnings as an IC with Company, the Company explicitly requires any testimonial, social media post, presentation, etc. to include a variation of the following, "This is my unique story, as actual earnings can vary significantly as no income is guaranteed. But for typical earnings averages please click here," with the "here" representing a link to the Company IDS.

4.0 PAYMENT OF COMMISSIONS & BONUS

4.1 Bonus and Commission Qualifications

- A. An IC must be Active and in compliance with Company Policies and Procedures to qualify for all bonuses and commissions. So long as an IC complies with the terms of the Agreement, Company shall pay commissions to such IC in accordance with the Compensation Plan.
- B. Company will not issue a payment to an IC without the receipt of a completed and signed Company IC Agreement.
- C. In the event an IC cancels their IC Agreement, either voluntarily or involuntarily, commission shall occur within the genealogy with the downlines shifting up in order to maintain the sanctity of the IC sponsorship structure.

4.2 Computation of Commissions and Discrepancies

- A. A Company IC must review their monthly statement and bonus/commission reports promptly and report any discrepancies within 30 days of receipt. After this 30-day "grace period," no additional requests will be considered for commission recalculations.
- B. For additional information on payment of commissions, please review the Compensation Plan.

5.0 PRIVACY POLICY

5.1 Introduction

This policy is to ensure that all Customers/ICs understand and adhere to the basic principles of confidentiality. For more information on the Company's privacy practices and procedures, please refer to the Company Privacy Policy found herein or on the corporate website.

Each IC is responsible for keeping their IC Information up to date and accurate and must immediately update any changes in their back office. It is particularly important that an IC provides Company with their current email address, since email is one of the primary ways that Company and an IC's upline will communicate with the IC. By agreeing to these Policies and Procedures, the IC consents to the Company Privacy Policy and to receiving emails from Company as well as from their upline. Each IC may modify their Information (e.g., update an address, phone number, or email address). IC agrees that Company may share with IC's upline their name, phone number, address, email address, and select sales performance data for all ICs in their downline. No Social Security Number nor credit card number shall be shared with an IC's upline without separate express permission by IC to allow such personal information sharing. By providing their email address and phone number, IC agrees to disclose their email address and phone number to Company as well as to their upline. IC further acknowledges that information provided to Company by IC will be shared with and processed by Company corporate offices.

5.2 Expectation of Privacy

Company recognizes and respects the importance its Customers/ICs place on the privacy of their financial and personal information. Company will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers'/ICs' financial and account information and non-public personal information.

5.3 Employee Access to Information

Company limits the number of employees who have access to Customer's/IC's nonpublic personal information.

5.4 Restrictions on the Disclosure of Account Information

Company will not share non-public personal information or financial information about current or former Customers/ICs with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers'/ICs' interests or to enforce its rights or obligations under these Policies and Procedures, the IC Agreement, or with express written permission from the account holder on file.

5.5 Security and Security Breaches

All IC must adopt, implement, and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information, including Customer and IC Data. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing confidential information. IC must keep confidential information secure from all persons who do not have legitimate business needs to see or use such information. IC must ensure they obtain and maintain consent from prospective Customers/ICs and existing Customers/ICs before sharing such data with the Company.

IC must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting Company's data, the applicable IC shall first promptly notify the Company Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the Compliance Department, notify applicable Customers/ICs. Any such notification to Customers/ICs shall be made in compliance with applicable law and shall specify the following: (i) the extent to which Customer/IC Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. ICs shall promptly comply with all applicable information Security Breach disclosure laws. ICs, at their expense, shall cooperate with Company, any applicable privacy commissioner or other regulatory body and the applicable Customers/ICs and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the IC Agreement or any law applicable to confidential data, including by sending notice to the affected individuals, applicable agencies, and consumer reporting agencies, if such notification is required the Company in its sole and absolute discretion.

5.6 Privacy and Confidentiality

All ICs are required to abide by the Company's Privacy Policy with regard to IC and Customer information.

5.7 The Data Management Rule

The Data Management Rule (the "Rule") is intended to protect the LOS for the benefit of all ICs, as well as the Company. LOS information is information compiled by the Company that discloses or relates to all or part of the specific arrangement of sponsorship within the TRS business, including without limitation, IC lists, sponsorship trees, and all IC information generated therefrom, in its present and future forms. The Company LOS, constitutes a commercially advantageous, unique, and proprietary trade secret ("Proprietary Information"), which it keeps proprietary and confidential and treats as a trade secret. Company is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by the Company and its ICs. Through this Rule, ICs are granted a personal, non-exclusive, non-transferable, and revocable right by the Company to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies. The Company reserves the right to deny or revoke this right, upon reasonable notice to the IC stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of the Company, such is necessary to protect the confidentiality or value of Proprietary Information. All ICs shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

6.0 PROPRIETARY INFORMATION AND TRADE SECRETS

6.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Company IC Agreement, the IC acknowledges that Business Reports, lists of Customer and IC names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by Company pertaining to the business of Company (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Company.

6.2 Obligation of Confidentiality

During the Term of the Company IC Agreement and for a period of five (5) years after the termination or expiration of the IC Agreement between the IC and Company, the IC shall not:

- I. Use the information in the Reports to compete with Company or for any purpose other than promoting their TRS business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

Trade secrets, Company goodwill, and other Company know-how shall remain confidential beyond the five-year period.

6.3 Breach and Remedies

The IC acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Company and to independent TRS businesses. Company and its ICs will be entitled to injunctive relief or to recover damages against any IC who violates this provision in any action to enforce its rights under this Section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses.

7.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF TAX REBATE SPECIALISTS NAMES, AND TRADEMARKS

7.1 Use of Tax Rebate Specialists Names and Protected Materials

- A. A Company IC must safeguard and promote the good reputation of Company and the products and services it markets. The marketing and promotion of Company, the Company sales opportunity, the Company Compensation Plan, and Company products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Company must be used in their original form and cannot be changed, amended, or altered except with prior written approval from the Company Compliance Department.
- C. The name of Company, each of its product and service names, and other names that have been adopted by Company in connection with its business are proprietary trade names, trademarks, and service marks of Company. As such, these marks are of great value to Company and are supplied to ICs for their use only in an expressly authorized manner.
- D. A Company IC's use of the name "Tax Rebate Specialists," or other related names is restricted to protect Company proprietary rights, ensuring that the Company protected names will not be lost or compromised by unauthorized use. Use of the Company name on any item not produced by Company is prohibited except as follows:
 - I. [IC's name] Independent Tax Rebate Specialists Consultant; or
 - II. [IC's name] Independent Consultant of Tax Rebate Specialists services.
- E. Further procedures relating to the use of the Company name are as follows:
 - I. All stationary (e.g., letterhead, envelopes, and business cards) bearing the Company name or logo intended for use by the IC must be approved in writing by the Company Compliance Department.
 - II. Company ICs may list "Independent Tax Rebate Specialists Consultant" or "Tax Rebate Specialists Independent Consultant" in online directories under their own name.

- III. Company ICs may not use the name Tax Rebate Specialists, or any form thereof, in answering their phone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Tax Rebate Specialists Consultant."
- F. Certain photos and graphic images used by Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to ICs. If an IC wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Company IC shall not appear on or make use of television or radio or make use of any other media to promote or discuss Company or its programs, products, or services without prior written permission from the Company Compliance Department.
- H. An IC may not produce for sale or distribution any Company event or speech, nor may an IC reproduce Company audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.
- I. Company reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected IC.
- J. An IC shall not promote non-Company services in conjunction with Company products or services on the same websites or same advertisement without prior approval from the Company Compliance Department.

7.2 Email Limitations

- A. Except as provided in this Section, an IC may not use or transmit email, mass email distribution, or "spamming" that advertises or promotes the operation of their TRS business. The exceptions are:
 - I. Emailing any person who has given prior permission or invitation;
 - II. Emailing any person with whom the IC has established a prior business or personal relationship.
- B. In all states where prohibited by law, an IC may not transmit, or cause to be transmitted through a third party, (by phone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular phone line, cable line, ISDN, T1, or any other signal carrying device, except as set forth in this Section.
- C. All email or computer broadcasted documents subject to this provision shall include each of the following:
 - I. A clear and obvious identification that the fax or email message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name;
 - IV. A clear and obvious notice of the opportunity to decline to receive further commercial email messages from the sender;
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - VI. The true and correct name of the sender, valid senders' email address, and a valid sender physical address;
 - VII. The date and time of the transmission; and
 - VIII. Upon notification by recipient of their request not to receive further emailed documents, a Company IC shall not transmit any further documents to that recipient.
- D. All email or computer-broadcasted documents subject to this provision shall not include any of the following:
 - I. Use of any third party domain name without permission;
 - II. Sexually explicit materials.

7.3 Social Networking and Social Media

- A. ICs may join social networking sites, social media sites, online forums, discussion groups, and blogs to leverage the power of the Company brand and to communicate the benefits of the Company products and sales opportunity. Online social pages belonging to an IC may be used to drive traffic to a Replicated Website or to the Company Corporate Website.

- B. Company-dedicated accounts on social media may never be used to promote other business opportunities, other products or services, etc. An IC may post suggestions to visit, like, or follow the business page on their personal page. An IC may also post artwork or other tangential-to-business posts on their personal pages, but no enticements, ads, offers, non-Company product announcements, etc. may be posted on the personal pages.
- C. Social networks and social media sites include but are not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc. ICs may use their own social networking profiles to advertise and promote their TRS business and the Company products, and direct traffic to their respective Replicated Website or the Company Corporate Website. However, no actual sales of Company products may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the Company approved library.
- D. PROFILES AN IC GENERATES IN ANY SOCIAL COMMUNITY WHERE COMPANY IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IC AS A COMPANY IC, and when an IC participates in those communities, IC must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at Company's sole discretion, and offending ICs will be subject to disciplinary action.
- E. ICs are personally responsible for their postings and all other online activity that relates to Company. Therefore, even if an IC does not own or operate a blog or social media site, if an IC makes a post that relates to Company or which can be traced to the Company, the IC is responsible for the posting. ICs are also responsible for postings which occur on any blog or social media site that the IC owns, operates, or controls. Company reserves the right to require the removal of non-compliant or infringing posts from any IC's social media pages and may terminate the IC Agreement of any IC who materially or repeatedly breaches this Section. Postings that are false, misleading, or deceptive are strictly prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company, Company income opportunity, Company products, and/or IC information and credentials. Further, ICs MAY NOT make any posting, link to any posting, or other material, that:
- I. Is sexually explicit, obscene, or pornographic;
 - II. Is profane, hateful, threatening, defamatory, libelous, harassing, or discriminatory in any way, shape or form;
 - III. Is solicitous of any unlawful behavior;
 - IV. Engages in personal attacks on any individual, group, or entity;
 - V. Is in violation of any intellectual property rights of the Company or any third party; or
 - VI. Is not consistent with the standards as set forth in these Policies and Procedures.
- F. Anonymous postings or use of an alias on any social network or media site is prohibited, and offending ICs will be subject to disciplinary action.
- G. ICs may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments ICs create or leave must be useful, unique, relevant, and specific to the blog's article.
- H. ICs must disclose their full name on all social network and media postings, and conspicuously identify themselves as an IC for Company.
- I. As a Company IC, it is important to not converse with any person who places a negative post against you, other ICs, or Company. Report negative posts to the Company Compliance Department (compliance@TaxRebateSpecialists.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Company, and therefore damages the reputation and goodwill of Company.
- J. The distinction between a social networking or media site and a third-party website may not be clear cut. Because some social networking or media sites are particularly robust, Company therefore reserves the sole and exclusive right to classify certain sites as third-party websites and require that ICs using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- K. If your TRS business is canceled for any reason, you must discontinue using the Company name, and all of Company's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social websites that you utilize. If you post on any social website on which you have previously identified yourself as a Company IC, you must conspicuously disclose that you are no longer a Company IC. Absent such disclosure, IC comments and actions may be construed as being taken on behalf of Company and IC shall be responsible for indemnifying Company for such actions if any action is taken against Company.

- L. Failure to comply with these Policies for conducting business online may result in the IC losing their right to advertise and market Company products, services, and Company's sales opportunity online in addition to any other disciplinary action available under these Policies and Procedures.

7.4 Advertising and Promotional Materials

- A. You may not advertise any Company products or services at a price LESS than the highest company published, established retail price of ONE offering of the Company product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free business, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department. Further, all requests for approval for advertising must be directed in writing to the Company Compliance Department.
- D. Company approval is not required to place blind ads that do not mention Company, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials. However, an IC may not purchase (or encourage or solicit any third party to purchase) any term containing Company, its products, programs, trademarks, copyright, and any other protected material as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link in markets in which Company conducts business.
- E. Company reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected IC.

7.5 Testimonial Permission

By signing the Company IC Agreement, an IC gives Company permission to use their testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Company sales opportunity, an IC waives any right to be compensated for the use of their testimonial or image and likeness even though Company may be paid for items or sales materials containing such image and likeness. In some cases, an IC's testimonial may appear in another IC's advertising materials. If an IC does not wish to participate in Company sales and marketing materials, they should provide a written notice to the Company Compliance Department to ensure that their testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

7.6 Telemarketing Limitations

- A. A Company IC must not engage in telemarketing in relation to the operation of the IC's TRS business. The term "telemarketing" means the placing of one or more phone calls, text messages, or any other messaging service to an individual or entity to induce the purchase of Company products or services, or to recruit them for the Company opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as well as a number of states, have "do not call" regulations as part of their telemarketing laws.
- C. While an IC may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose phone number is listed on the Federal "Do Not Call" registry could cause the IC to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- D. "Cold calls" or "state-to-state calls" made to prospective Customers, or ICs that promote either Company products, services or the Company opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations
A Company IC may place phone calls to prospective Customers or ICs under the following limited situations:
 - I. If the IC has an established business relationship with the prospect;
 - II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Company IC, within three (3) months immediately before the date of such a call;

- III. If the IC receives written and signed permission from the prospect authorizing the IC to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if an IC makes a habit of collecting business cards from everyone they meet and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. Company ICs engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. An IC shall not use automatic phone dialing systems or automatic messaging services in the operation of his or her TRS businesses.
 - G. Failure to abide by Company policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the IC’s business, up to and including termination of the business.
 - H. By signing the IC Agreement, or by accepting commission checks, other payments or awards from Company, an IC gives permission to Company and other ICs to contact them as permitted under the Federal Do Not Call regulations.
 - I. In the event an IC violates this Section, Company reserves the right to initiate legal proceedings to obtain monetary or equitable relief.

8.0 CHANGES TO AN INDEPENDENT CONSULTANT’S BUSINESS

8.1 Modification of the Independent Consultant Agreement

A Company IC may modify their existing IC Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the IC) by submitting a written request, accompanied by a new IC Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

8.2 Change Sponsor or Placement for Active Independent Consultants

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Company and ICs. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first 30 days of initial enrollment as an IC. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one IC to another for personally Sponsored (frontline) ICs during the first 30 days of enrollment.
- C. New ICs or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new IC Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. Company retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.
- E. Please note that decisions made for any change request (Sponsor or Placement) are at the sole discretion of the Company and the acceptance of one change will never constitute the acceptance of future changes for that IC or any other regardless of similarity in situation.

8.3 Change Sponsor or Placement for Inactive Independent Consultants

- A. At the discretion of Company, ICs who remained inactive for a period of 12 months, and who have not tendered a letter of resignation, are eligible to reenroll in Company under the Sponsor/Placement of their choice.
- B. Upon written notice to Company that a former IC wishes to reenroll, Company will “compress” (close) the original account. A new Company ID number will then be issued to the former IC.
- C. Such IC does not retain former rank, downline, or rights to commission checks from their former organizations.
- D. Company reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.
- E. Suppose an Originating IC (i.e., initial IC) becomes inactive or abandons a customer as defined herein for 30 calendar days. In

that case, the Company reserves the right to implement the Customer Assist Program for one or all of the Originating IC's personal customers. The Company will assign each Customer in the Customer Assist Program to a Closing IC (i.e., assisting IC).

Suppose the Closing IC can successfully onboard an assigned Customer. In that case, the Originating IC shall be subject to a commission decrease of seven percentage points (-7%), which will transfer to the Closing IC. The Originating IC shall receive a 13% commission on that Customer unless otherwise determined by the Company. The Closing IC will receive a 7% commission for successfully onboarding the assigned Customer unless otherwise specified by the Company. The total commission will still be 20% of the service fee.

8.4 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition in trying to acquire a prospect or new IC from another IC or influencing another IC to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Company Compliance Department (compliance@TaxRebateSpecialists.com) within the first 90 days of enrollment. If the reports are substantiated, Company may transfer the IC or the IC's downline to another Sponsor, Placement, or organization without approval from the current upline Sponsor or Placement ICs. Company remains the final authority in such cases.
- C. **Company prohibits the act of "Stacking."** Stacking is the unauthorized manipulation of the Company compensation system and the marketing plan in order to trigger commissions or cause a promotion off a downline IC in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without their knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Independent Consultant positions of all individuals and entities found to be directly involved.

Should ICs engage in solicitation or enticement of members of another direct sales company to sell or distribute Company products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IC alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Company will not pay any of IC's defense costs or legal fees, nor will Company indemnify the IC for any judgment, award, or settlement.

8.5 Resignation/Voluntary Termination

- A. An IC may immediately terminate their business by submitting a written notice or email to the Company Compliance Department (compliance@TaxRebateSpecialists.com). The written notice must include the following:
 - I. The IC's intent to resign and date of resignation;
 - II. Company Identification Number and reason for resigning; and
 - III. Signature.
- B. A Company IC may not use resignation as a way to immediately change Sponsor and Placement. Instead, the IC who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any TRS business for six (6) months from the receipt of the written notice of resignation.

8.6 Involuntary Termination

- A. Company reserves the right to terminate an IC's business for, but not limited to, the following reasons:
 - I. Violation of any terms and conditions of the IC Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the TRS business; or
 - V. Engaging in unethical business practices or violating standards of fair dealing.
- B. Company will notify the IC in writing, at their last known home address or email address of its intent to terminate the IC's business and the reasons for termination.
- C. If the IC wishes to provide documentation to appeal Company's decision, IC must do so within three (3) business days from the date of termination notice. Company shall then make a decision on whether or not to rescind termination.

- D. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Company. The former IC shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Company products or services. Company will notify the active upline Sponsor within 10 days after termination. The organization of the terminated IC will “roll up” to the active Upline Sponsor on record.
- E. The Company IC who is involuntarily terminated by Company may not reapply for a business, either under their present name or any other name or entity, **without the express written consent of an officer of Company following a review by the Company Compliance Committee.** In any event, such IC may not reapply for a business for 12 months from the date of termination.

8.7 Effect of Cancellation

- A. Following an IC's cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such IC:
 - I. Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the IC's former organization or any other payments in association with the IC's former independent business;
 - II. Effectively waives any and all claims to property rights or any interest in or to the IC's former downline organization; and
 - III. Shall receive commissions and bonuses only for the last full pay period in which they were active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Company.

9.0 LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL AN IC OR COMPANY (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED BELOW) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE IC AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY PRODUCTS, THE PROGRAM, COMPANY MARKETING MATERIALS, OR TRS BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE IC OR COMPANY (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

10.0 DISCIPLINARY SANCTIONS

10.1 Imposition of Disciplinary Action – Purpose

It is the spirit of Company that integrity and fairness should pervade among its ICs, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Company reserves the right to impose disciplinary sanctions at any time, when it has determined that an IC has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Company.

10.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 - I. Monitoring an IC's conduct over a specified period of time to assure compliance;
 - II. Issuance of a written warning or requiring the IC to take immediate corrective action;
 - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Company receives adequate additional assurances from the IC to ensure future compliance;
 - IV. Suspension from participation in Company or IC events, rewards, or recognition;

- V. Suspension of the Company IC Agreement and business for one or more pay periods;
- VI. Involuntary termination of the IC's Agreement and business;
- VII. Any other measure which Company deems feasible and appropriate to justly resolve injuries caused by the IC's policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

11.0 GRIEVANCES AND DISPUTE RESOLUTION

11.1 Grievances

- A. If a Company IC has a grievance or complaint against another IC regarding any practice or conduct relating to their respective TRS businesses, they are encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
- B. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the ICs involved.
- C. Company will confine its involvement to disputes regarding TRS business matters only. Company will not decide issues that involve personality conflicts or unprofessional conduct by or between ICs outside the context of a TRS business. These issues go beyond the scope of Company and may not be used to justify a Sponsor or Placement change or a transfer to another Company organization.
- D. Company does not consider, enforce, or mediate third party agreements between ICs, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The IC should submit a written letter of complaint (**email will not be accepted**) directly to the Company Compliance Department.
Tax Rebate Specialists LLC
Attn: Compliance Department
7901 4th St. N, Suite 300
St. Petersburg, FL 37
 - II. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Date(s) and number(s) of occurrences;
 - d. Persons involved; and
 - e. Supporting documentation.
 - II. Upon receipt of the written complaint, Company will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining IC.
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the IC under investigation. If a written notice is sent to the IC, they will have five (5) business days from the date of the notification letter to present all information relating to the incident for review by Company.
 - c. The Compliance Department will thoroughly investigate the complaint and consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during that time.

IC calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

F. Company will make a final decision and timely notify the Company ICs involved.

11.2 Liquidated Damages

In any case which arises from or relates to the wrongful termination of the Agreement or an IC’s business, Company and the IC agree that damages will be extremely difficult to ascertain. Therefore, the Company and the IC stipulate that if the involuntary termination of the Agreement or loss of IC’s TRS business is proven and held to be wrongful under any theory of law, the IC’s sole remedy will be liquidated damages calculated as follows:

- a. Liquidated damages will be in the amount of their gross compensation that they earned pursuant to the Company’s Compensation Plan in the 12 months immediately preceding the termination.
- b. In any action arising from or relating to the Agreement, the TRS business, or the relationship between the Company and an IC, both Parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damage. The Company and IC further waive all claims to exemplary and punitive damages.

11.3 Dispute Resolution

A. **THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS AN IC MAY HAVE AGAINST COMPANY, OR CLAIMS COMPANY MAY HAVE AGAINST AN IC, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THIS DISPUTE RESOLUTION AGREEMENT OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE IC AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE IC AGREEMENT OR THE IC AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES’ MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE IC AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THIS DISPUTE RESOLUTION AGREEMENT IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT (“FAA”) SHALL GOVERN THIS DISPUTE RESOLUTION AGREEMENT WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.**

Any controversy, claim, or dispute of whatever nature arising between IC, on the one hand, and Company and/or the Related Parties (as defined in subsection E below), on the other, including but not limited to, those arising out of or relating to the IC Agreement including these Policies and Procedures or the breach thereof, the sale, purchase, or use of the Company products/services, or the commercial, economic or other relationship of IC and Company and/or the Related Parties (for purposes of this Section, each a “party”), whether such claim is based on rights, privileges, or interests recognized by or based upon statute, contract, tort, common law, or otherwise (“Dispute”), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation, or arbitration, as provided herein.

B. **Negotiation and Mediation.** If a Dispute arises, the Parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the Parties involved in the Dispute may initiate negotiation by providing notice (the “Dispute Notice”) to each involved Party setting forth the subject of the Dispute and the relief sought by the Party providing the Dispute Notice and designating a representative who has full authority to negotiate and settle the Dispute. Within 10 Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient’s position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within 20 Business Days after the Dispute Notice is provided, the representatives designated by the Parties shall confer either in person at a mutually acceptable time and place or by phone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any Party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned Parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by phone, in accordance with the then-prevailing JAMS’ mediation procedures and this Section, which shall control.

- C. **Arbitration.** Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of two million dollars (\$2,000,000 USD), a panel of three arbitrators, in the City of Wellington, in the State of Florida, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No Party may commence Arbitration with respect to any Dispute unless that Party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no Party shall be obligated to continue to participate in negotiation or mediation if the Parties have not resolved the Dispute in writing within 60 Business Days after the Dispute Notice was provided to any Party or such longer period as may be agreed by the Parties. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as an arbitrator in the case. The Parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision of these Policies and Procedures, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any Party may seek a review of the award in the exclusive jurisdiction and venue of the courts in the City of Wellington in the State of Florida.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the IC Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

- D. **Waiver of Class Action and Jury Trial.**

THE NEGOTIATION, MEDIATION, OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

- E. Although the IC Agreement is made and entered into between IC and Company, Company ICs, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the IC Agreement for purposes of the provisions of the IC Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between IC and Company, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.

- F. To the fullest extent allowed by law: (i) the costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all Parties acting with the consent of the Parties to facilitate settlement, shall be shared in equal measure by IC, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that Company bear any costs unique to arbitration (which Company shall bear); and (ii) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

- G. Nothing in these Policies and Procedures shall prevent Company from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company interests or its Confidential Information prior to, during, or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

- H. Any Party may seek specific performance of this Section, and any Party may seek to compel each other Party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the Parties consent to exclusive jurisdiction and venue in the courts in the City of Wellington in the State of Florida, or the United States District Court for the Southern District of Florida. The pendency of mediation or arbitration shall not preclude a Party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the Parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.

- I. ANY AMENDMENT BY COMPANY TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION SHALL ONLY TAKE EFFECT UPON AN IC'S EXPRESS AGREEMENT TO SUCH AMENDMENT. AN IC MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS THAT WILL APPEAR WHEN LOGGING IN TO THE COMPANY CORPORATE WEBSITE OR THE IC'S REPLICATED WEBSITE. COMPANY MAY TERMINATE THE IC AGREEMENT OF ANY IC WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE IC ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

11.4 Governing Law

This Agreement is to be construed in accordance with and governed by the laws of the State of Florida, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Dispute Resolution Agreement of these Policies and Procedures and the IC Agreement without giving effect to any state law to the contrary.

12.0 MISCELLANEOUS

12.1 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

12.2 Waiver

- A. Only an officer of Company can, in writing, affect a waiver of the Company Policies and Procedures. Company's waiver of any particular breach by an IC shall not affect Company's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other IC. A waiver in one instance does not constitute a waiver at any other point for that IC or for any other IC likely situated.
- B. The existence of any claim or cause of action of an IC against Company shall not constitute a defense to Company's enforcement of any term or provision of these Policies and Procedures.

12.3 Successors and Claims

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Last Revised Date: December 1, 2023



Income Disclosure

Compensation Plan Income Disclosure

The Tax Rebate Specialists Compensation Plan is an exciting opportunity that rewards you for selling our services and for sponsoring other participants ("Independent Consultants") who do the same. Although the opportunity is unlimited, individual results will vary depending on market conditions, commitment levels, and sales skills of each Independent Consultant (IC). Since the inception of Tax Rebate Specialists, statistical data has been limited thus impacting our ability to prepare reliable and accurate income disclosures. The numbers below reflect estimates prepared by Company pending a more detailed survey to be conducted in future. Based on industry standards and initial company projections, the average annual gross revenue for ICs is projected to be anywhere between \$500 and \$2,000. These numbers do not reflect the expenses associated with building a Tax Rebate Specialist business, which could exceed the commissions received.

There will certainly be Independent Consultants who will earn less, while others will earn much more. We are excited about the Tax Rebate Specialists Compensation Plan and we are confident it will provide you a solid foundation to help achieve your financial goals.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can or will earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Earning supplemental income with Tax Rebate Specialists results only from hard work, dedication, and leadership.



Tiered Compensation Plan (ERCs and SETCs)

Tiered Compensation Plan

As an Independent Consultant (IC), you accumulate earnings whenever a customer completes a coded Employee Retention Credit (ERC) file or Self Employed Tax Credit (SETC) file. This compensation is earned for each finished and signed ERC file, ending with a business receiving its credit and paying its success fee and each filed SETC where the fee has been paid by the customer.

Tax Rebate Specialists (TRS) pays earnings to ICs on five coded tiers (up to eight total coded positions) each time a customer's ERC or SETC file successfully finishes the process. We affectionately refer to this as 20-5-2-1-1.

On the 20th of every month, ICs in each coded position get paid on the ERC files or SETC files marked "Fully Paid" that are included in the monthly reconciliation file provided by our processing partner.

Our ICs only accumulate earnings when customers receive the credit and pay their invoice (i.e., success fee) to our processing partner.

INDEPENDENT CONSULTANT (IC) TIERED COMPENSATION	
20-5-2-1-1	
20% commission	You get paid on all signed and fully paid personal ERC customer files.
5% override	You get paid on all signed and fully paid ERC customer files by any personally sponsored Tier 1 ICs.
2% bonus	You get paid on all signed and fully paid ERC customer files by any coded Tier 2 ICs.
1% incentive	You get paid on all signed and fully paid ERC customer files by any coded Tier 3 ICs.
1% bounty	You get paid on all signed and fully paid ERC customer files by any coded Tier 4 ICs.

Independent Consultant (IC)

Fee-based earnings for ERCs

When a business accepts the actual Employee Retention Credit, it digitally signs the fee agreement, saying it will pay the 15% success fee once it receives its check(s).

The success fee is calculated by multiplying the actual ERC amount by 15%. For example, a \$140,000 credit would result in a \$21,000 fee ($\$140,000 \times .15 = \$21,000$). This fee is paid directly to our processing partner, who then pays TRS an IC commission from this fee amount.

The IC commission and other tiered compensation payouts are calculated from the service fee amount our processing partner collected, not the amount of the credit. This means that your earnings are directly linked to the service fee, not the credit amount. For example, a \$21,000 fee would result in a 20% commission (or 25% for VIPs) of \$4,200 ($\$21,000 \times .20 = \$4,200$). TRS pays our ICs directly.

Tiered earnings example

Using our company's average amount for an ERC (\$140,000), the tiered breakdown would be as follows:

- 20% commission = \$4,200
- 5% override = \$1,050
- 2% bonus = \$420
- 1% incentive = \$210
- 1% bounty = \$210

Points

Points are awarded for signed ERCs. Each signed ERC is worth one (1) full point.

Fee-based earnings for SETCs

TRS earnings are calculated when an eligible 1099 self-employed business owner completes the SETC process and pays their service fee to Self Employed Credits (SEC). The service fee is \$1,995 or \$1,495, depending on the years claimed.

The commission, a significant part of your earnings, is calculated by multiplying the service fee by 20% (or 25% for VIPs). For instance, a \$1,995 fee would result in a \$399 commission ($\$1,995 \times .20 = \399). It's important to note that all service fees are paid directly to our processing partner, Self Employed Credits (SEC), who then pays TRS an IC commission from this fee amount.

The IC commission and other tiered compensation payouts are calculated from the service fee our processing partner collected, not the credit amount. TRS pays our ICs directly.

Tiered earnings example

Using the \$1,995 service fee amount for an SETC, the tiered breakdown would be as follows:

- 20% commission = \$399
- 5% override = \$99.75
- 2% bonus = \$39.90
- 1% incentive = \$19.95
- 1% bounty = \$39.90

Points

Points are awarded for filed SETCs. Each filed SETC is worth 1/10 of a point. Ten SETCs equals one full point.

When do you get paid?

Each month, from the first day through 11:59p EST of the last day, we calculate all potential earnings from personal and coded signed ERC files and filed SETC files.

On the 15th of each month, TRS gets paid.

By the end of the day on the 15th of each month, our processing partner will provide TRS with a reconciliation file that includes all ERC and SETC files they have marked "Fully Paid" (i.e., invoice paid).

On the 20th of each month, TRS pays ICs.

By the end of the day on the 20th of each month, TRS will finish its own reconciliation and pay appropriate ICs for all "Fully Paid" files.

What about partial payments?

Because an ERC amount is sometimes adjusted after the customer pays their invoice, TRS does not pay out on partial payments.

We only pay once our processing partner marks the ERC (or SETC) "Fully Paid" and includes it in our monthly reconciliation.

What about clawbacks?

On the rare occasion when a customer is ruled ineligible after receiving their credit, and TRS has already paid out the tiered commissions, TRS reserves the right to adjust the commission amount and claw back any paid-out funds.

What about multiple-tier payouts?

The same Independent Consultant can only occupy up to one of the five IC tiers. Therefore, TRS will pay a different IC for each of the five tiers.

The rules regarding multiple positions are in the Policies and Procedures.

Note: Violation of these policies is grounds for termination.

VIPs (Advanced ranks)

TRS Envoy

An Independent Consultant can earn additional income and perks by achieving the VIP position of Envoy. To become an Envoy, an IC must meet the following requirements:

1. The IC must have at least 35 personal points (signed ERC customer files = 1; filed SETC files = .10)
2. The IC must have a minimum of \$5,000,000 in total ERC volume from those signed personal ERC customer files

When an IC attains the rank of Envoy, they receive the following benefits:

- An additional 5% commission on all new personal ERC and SETC customer files (listed as VIP25 in the ledger)
- Trip for two persons to the next TRS Excursion destination
- Invitations to all future TRS VIP events

ENVOY TIERED COMPENSATION

25-5-2-1-1

TRS Ambassador

An Independent Consultant can earn additional income and perks by achieving the prestigious position of Ambassador. To become an Ambassador, an IC must meet the following requirements:

1. The IC must have at least five (5) personal points (signed ERC customer files = 1; filed SETC files = .10).
2. The IC must have at least 10 personally sponsored ICs with at least one (1) personal point (1 signed personal ERC customer file or 10 filed SETC files).
3. The IC must have at least 50 coded points. **Note:** These can be on any coded tier, and the 10 points in #2 count toward this total.

When an IC attains the rank of Ambassador, they receive the following benefits:

- An additional 5% commission on all new personal ERC and SETC customer files (listed as VIP25 in the ledger)
- Trip for two persons to the next TRS Excursion destination
- Invitations to all future TRS VIP events
- A new Ambassador code to build a team in
- A 2% Z1 on all the new signed ERC customer files from any ICs on any of the four tiers within the new Ambassador code
- A 2% Z1 reward on all signed ERC customer files from any new IC within the new Ambassador code (through unlimited depth)

AMBASSADOR TIERED COMPENSATION
25-5-2-1-1 Ambassadors earn an extra 5% on all new personal ERC customer files.
25-7-4-3-3-2* Ambassadors earn an extra 2% on all new ERC customer files from any new IC (T1, T2, T3, and T4) within the new Ambassador code. <i>*A 2% Z1 reward is also paid, through unlimited depth, on all new ERC customer files from any new IC (T5+) within the new Ambassador code.</i>

Do your personal ERC customers count toward your 50 coded files?

No. Your personal ERC customer files do not count toward this total. All signed coded ERC customer files must come from your Tier 1 (5%), Tier 2 (2%), Tier 3 (1%), and Tier 4 (1%).

Why do some ICs only need 30 coded files for the Ambassador position?

TRS grandfathered in our early ICs at 30 coded files required. Any IC that joined TRS on or before January 8, 2023, was grandfathered in at the original qualification of 30 coded signed ERC files. Since January 9, 2023, the requirement is 50 coded signed ERC files to achieve Ambassador.

Can you win two trips?

No. An IC who achieves either of these VIP positions will receive only one trip for two persons. An Envoy can eventually achieve the rank of Ambassador and receive all the additional perks of that VIP position. Still, they will not receive an extra trip for two persons.

Can you get paid on one of the tiers and for the Ambassador reward?

Yes and no. First, an IC who has obtained the rank of Ambassador will never be paid the Z1 reward on their personal ERC customer files. Second, that same IC can be paid on one of the other tiers: Tier 1 (5%), Tier 2 (2%), Tier 3 (1%), or Tier 4 (1%), and also be paid the Z1 reward.

Example 1: An Ambassador is paid their commission on a personal ERC customer file. They would receive the 25% VIP commission (20% commission + 5% VIP25) **but not** the Z1 reward.

Example 2: An Ambassador sponsors a new IC in their Ambassador code, and that IC is paid their commission on a personal ERC customer file. The Ambassador would receive the 5% override **and** the 2% Z1 reward.

Z1 and Z2 Rewards

How zones work for Z1 and Z2 rewards

Example (see chart below): Bambino becomes a new Ambassador and sponsors Sandman (within his Zone 1). Sandman becomes a new Ambassador and sponsors Catfish (within his Zone 1, Bambino's Zone 2). Catfish becomes a new Ambassador and sponsors a new IC (within his Zone 1, Sandman's Zone 2). Bambino gets coded out.

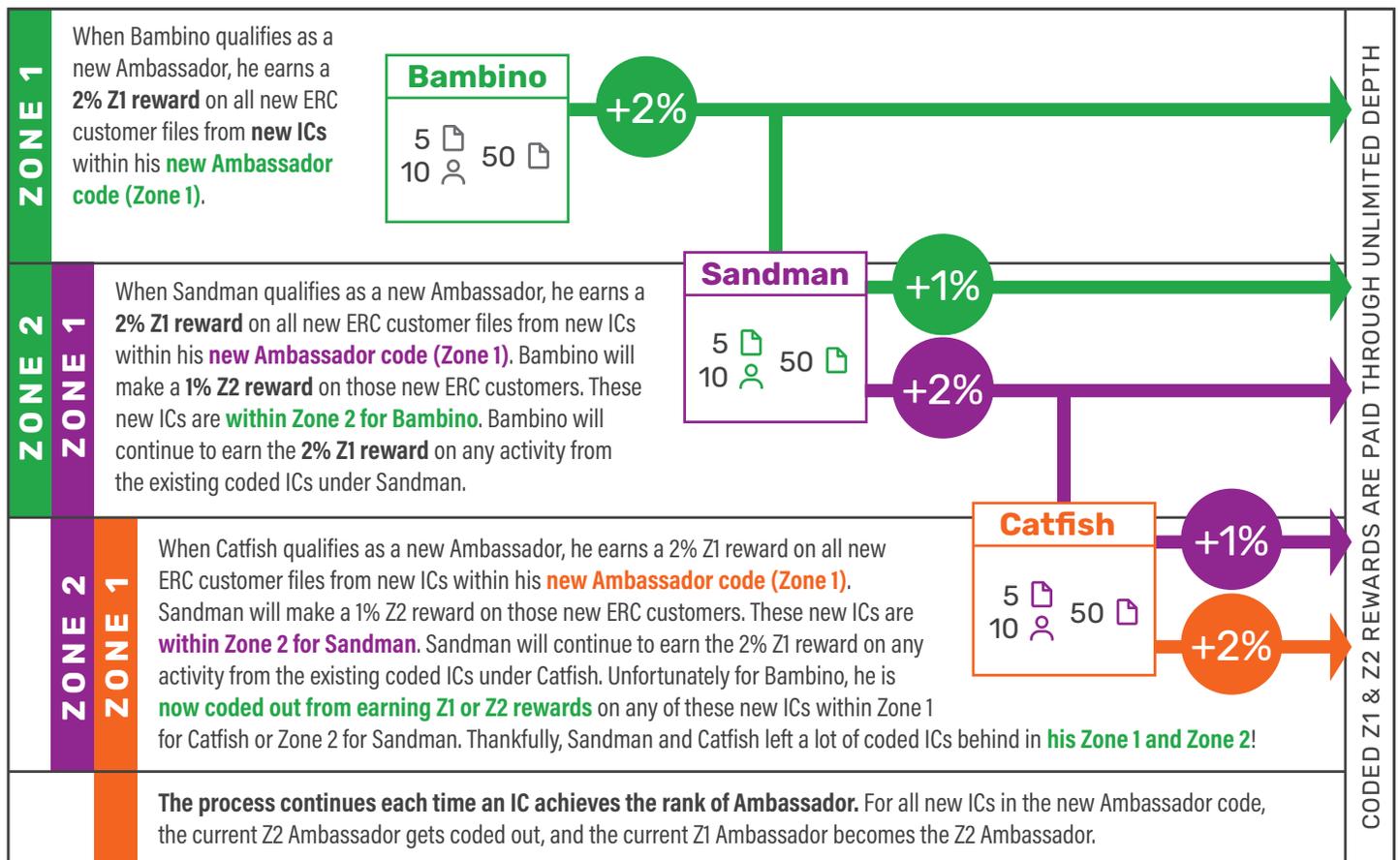
When Bambino qualifies as a new Ambassador, he earns a 2% Z1 reward on all new ERC and SETC customer files from new ICs within his new Ambassador code (Zone 1).

When Sandman qualifies as a new Ambassador, he earns a 2% Z1 reward on all new ERC and SETC customer files from new ICs within his new Ambassador code (Zone 1). Bambino will make a 1% Z2 reward on those new ERC and SETC customers. These new ICs are within Zone 2 for Bambino. Bambino will continue to earn the 2% Z1 reward on any activity from the existing coded ICs under Sandman.

When Catfish qualifies as a new Ambassador, he earns a 2% Z1 reward on all new ERC and SETC customer files from new ICs within his new Ambassador code (Zone 1). Sandman will make a 1% Z2 reward on those new ERC and SETC customers. These new ICs are within Zone 2 for Sandman. Sandman will continue to earn the 2% Z1 reward on any activity from the existing coded ICs under Catfish. Unfortunately for Bambino, he is now coded out from earning Z1 or Z2 rewards on any of these new ICs within Zone 1 for Catfish or Zone 2 for Sandman. Thankfully, they left a lot of coded ICs behind!

The process continues each time an IC achieves the rank of Ambassador. For all new ICs in the new Ambassador code, the current Z2 Ambassador gets coded out, and the current Z1 Ambassador becomes the Z2 Ambassador.

Zone example using ERCs



TRS Excursions

Trip contests

At TRS, we want to reward the ICs who work hard to help small business owners get their ERC and 1099 self-employed business owners get their SETC. Therefore, we hold up to three trip contests each year. The contests are open to all active ICs, and there is a separate contest for active VIPs.

Contest rules

- TRS will establish a start and end date for each competition.
- All new ERC and SETC customer files started within those two dates will be eligible.
- For an ERC and SETC customer file to be counted, it must be signed within the established date range.
- For all non-VIP ICs: **The top three (3) ICs** in signed ERC and SETC customer files will win a trip for two persons.
Note: The minimum requirement is 15 personal points with a minimum of \$2,000,000 in ERC volume.
- For current VIPs: **The top two (2) Ambassadors** with the most coded points will win a trip for two.
Note: The minimum requirement is 35 coded points with a minimum of \$5,000,000 in ERC volume.

Other ways to get on a TRS Excursion

- TRS will always invite all newly promoted Ambassadors or Envoys who have yet to earn a trip to the next TRS Excursion.
- Any existing VIP can become eligible for the next trip by accomplishing the personal production requirements (35 coded points with a minimum of \$5,000,000 in ERC volume) during the specified date range.
- TRS reserves the right to make Partner Picks to reward any ICs the partnership deems worthy of the investment.



Independent Consultant Application and Agreement

Independent Consultant E-Agreement

1. Authorization and Contract

By executing this Tax Rebate Specialists Independent Consultant Agreement ("Agreement"), you apply for legal authorization to become a Tax Rebate Specialists Independent Consultant as a business owner and enter into contract with Tax Rebate Specialists, (hereinafter "Company"). You acknowledge that prior to signing this Agreement you have received, read, and understood the Company Income Disclaimer Statement, the Company Policies and Procedures, the Company Privacy Policy Notice, the Company Compensation Plan, and all terms set forth in this Agreement. All documents shall be incorporated into this Agreement, thus collectively referred to as the "Agreement" hereinafter. Company reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration and Termination

This Agreement will remain in effect until you voluntarily cancel the Agreement, your account becomes inactive, or the Company terminates you as an Independent Consultant, as outlined more fully in the Company Policies and Procedures. If your TRS business is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Consultant. You shall neither be eligible to sell Company services, nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation or termination, you waive all rights you have, including but not limited to property rights, to your former downline organization, and to any commissions, bonuses, or other remuneration derived through the sales and other activities of your former downline organization. Company reserves the right to terminate all Independent Consultant Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. An IC may cancel this Agreement at any time, and for any reason, upon written notice to Company. Company may cancel this Agreement at any time, and for any reason, upon written notice to the IC. Company may also take actions short of termination of the Agreement if the IC breaches any of its obligations under the Agreement.

3. Independent Contractor Status

You agree this authorization does not make you an employee, agent, or legal representative of Company or your sponsoring IC. As a self-employed independent contractor, you will be operating your own independent business, selling services available through Company on your own account. You have complete freedom in determining the number of hours that you will devote to your business and you have the sole discretion of scheduling such hours. If your earnings are at least \$600, you will receive IRS Form 1099-NEC reflecting the amount of income paid to you during the calendar year (see Statement of Policies and Procedures 3.8 — Compliance with Applicable Income Tax Laws). By agreeing to these terms, you agree to receive the 1099-NEC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan

You agree when presenting the Company Compensation Plan to present it in its entirety as outlined in official Company materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids not produced or specifically authorized in writing by the Company. You also agree to present the Company Income Disclosure Statement to all prospective ICs and to instruct them to review it prior to enrollment.

5. Referral of the Service

All ICs earn commissions off the sale of Company services and are prohibited from providing any tax or financial advice to Company clients or other ICs. Independent Consultants are to refer the Company services in the manner that they are presented within Company materials

6. Refunds

Due to the nature of the services Company offers, the refund policies are subject to a case-by-case basis.

7. Tax Rebate Specialists Proprietary Information and Trade Secrets

You recognize and agree that, as further set forth in the Company Policies and Procedures, information compiled by or maintained by Company, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the TRS business, including without limitation, distributor lists, sponsorship trees, and all Company partner information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique, and proprietary trade secret of Company, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Company, Company grants you a personal, non-exclusive, non-transferable, and revocable right to use trade secret, confidential, and proprietary business information (collectively, "Proprietary Information"), which includes, without limitation, LOS information, business reports, manufacturing and product developments, partner sales, earnings, and other financial reports to facilitate your TRS business.

8. Non-Solicitation Agreement

An Independent Consultant may participate in other direct sales, multilevel, network marketing, relationship marketing business ventures, or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement and for one (1) year thereafter, an IC may not recruit any IC or Customer for any other Network Marketing business, unless that IC or Customer was personally sponsored by such IC.

9. Images / Recordings / Consents

You agree to permit Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Company for any lawful purpose, and without compensation.

10. Modification of Terms

With the exception of the Dispute Resolution Section in the Company Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

11. Governing Law

The formation, construction, interpretation, and enforceability of your contract with Company as set forth in this Independent Consultant Agreement shall be governed by the laws of the State of Florida, United States of America, without giving effect to any choice of law rule that would cause the application of laws of any jurisdiction other than the laws of the State of Florida, except that the Federal Arbitration Act shall govern the Dispute Resolution provision of this Agreement and in the Company Policies and Procedures, without giving effect to any state law to the contrary. If any provision contained herein is found by a court of competent jurisdiction or an arbitrator or arbitral panel to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective, but shall not in any way invalidate or otherwise affect any other provision.

Louisiana residents: Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to this Independent Consultant Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

12. Dispute Resolution

PLEASE READ CAREFULLY THE DISPUTE RESOLUTION PROVISION IN THIS SECTION AND AS DESCRIBED MORE FULLY IN THE POLICIES AND PROCEDURES (COLLECTIVELY THE "DISPUTE RESOLUTION AGREEMENT") AS IT AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST THE COMPANY, OR CLAIMS THE COMPANY MAY HAVE AGAINST YOU, WILL BE RESOLVED. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU AGREE TO BE BOUND BY THIS DISPUTE RESOLUTION AGREEMENT.

You understand and agree that the Dispute Resolution Agreement operates as a separate and distinct agreement that is severable from the remainder of this Independent Consultant Agreement and is enforceable regardless of the enforceability of any other provision of the Independent Consultant Agreement or the Independent Consultant Agreement as a whole. You further understand and agree that the unenforceability of the Independent Consultant Agreement in whole or in part shall not support a finding that the Dispute Resolution Agreement in this Section is unenforceable. The Dispute Resolution Agreement is accepted by and binding on the Company without need for its signature. Consideration for the Dispute Resolution Agreement includes, without limitation, the parties' mutual agreement to arbitrate claims and the Company's agreement to consider the application of this Agreement. The Dispute Resolution Agreement exists and is binding regardless of whether at some future point this Agreement is canceled or terminated.

ANY CONTROVERSY, CLAIM, OR DISPUTE OF WHATEVER NATURE BETWEEN THE COMPANY, COMPANY ICS, OWNERS, MEMBERS, MANAGERS, AND EMPLOYEES ("RELATED PARTIES"), ON THE ONE HAND, AND YOU AND/OR THE BENEFICIAL OWNERS OF AN IC BUSINESS THAT IS A BUSINESS ENTITY, ON THE OTHER HAND, INCLUDING BUT NOT LIMITED TO THOSE ARISING UNDER OR RELATING TO THE IC AGREEMENT OR RELATED TO THE SALE, PURCHASE OR USE OF COMPANY SERVICES (WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE) ("DISPUTE") THAT CANNOT BE RESOLVED THROUGH NEGOTIATION OR MEDIATION AS SET FORTH IN THE COMPANY POLICIES AND PROCEDURES SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR, OR, FOR DISPUTES IN EXCESS OF TWO MILLION DOLLARS (\$2 MILLION USD), A PANEL OF THREE ARBITRATORS, IN THE CITY OF WELLINGTON IN THE STATE OF FLORIDA, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE COMPANY POLICIES AND PROCEDURES.

YOU ALSO AGREE NOT TO INITIATE OR PARTICIPATE IN ANY CLASS ACTION PROCEEDING AGAINST COMPANY, WHETHER IN A JUDICIAL OR MEDIATION OR ARBITRATION PROCEEDING. YOU WAIVE ALL RIGHTS TO BECOME A MEMBER OF ANY CERTIFIED CLASS IN ANY LAWSUIT OR PROCEEDING AND AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY SUCH ACTION AGAINST COMPANY.

13. Time Limitation

If an Independent Consultant wishes to bring an action against Company for any act or omission relating to or arising from this Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. The Independent Consultant waives all claims that any other statutes of limitations apply.

14. Indemnification

The Independent Consultant agrees to indemnify, defend, and hold harmless Company (together with its Related Parties, agents, other ICs, stockholders, members, employees, directors, officers, or attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of the IC's breach or alleged breach of this Independent Consultant Agreement, including without limitation, any terms or conditions of the Company Policies and Procedures.

15. Miscellaneous

The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Company and supersede any prior agreements, understandings and obligations between you and Company concerning the subject matter of your contract with Company.

16. Notice of Right to Cancel

You may CANCEL this application, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of this Application (FIVE (5) BUSINESS days for Alaska residents, FIFTEEN (15) DAYS for Montana residents, and FIFTEEN (15) BUSINESS days for North Dakota residents aged 65 or older).

If you cancel, any payments made by you at the time you submitted this Application will be returned within TEN (10) BUSINESS DAYS following receipt by the Company of your cancellation notice.

17. Submission of Electronic W-9

Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.



Electronic Signature Verbiage

Independent Consultant E-Agreement

Section I Acceptance of the Agreement

Welcome to the Tax Rebate Specialists business. Please read the written Independent Consultant Agreement, the Policies and Procedures, the Compensation Plan, the Privacy Policy, the Income Disclosure Statement, and the Terms of Use carefully, collectively referred to as the "Agreement." You also specifically agree to the Dispute Resolution and Arbitration provisions found within Section 11 of the Tax Rebate Specialists Policies and Procedures.

Section II Enrollment

At the time of your enrollment into the Tax Rebate Specialists business, you agree to submit a complete Independent Consultant Application and Agreement. There are no enrollment fees or renewal fees. Please note that no commissions are paid until a finalized sale is resulted. Independent Consultants have the right to cancel this Agreement at any time upon notice to Tax Rebate Specialists.

Section III E-Sign Notice – Consent to Electronic Record

E-Sign, the *Electronic Signatures in Global and National Commerce Act* (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with Tax Rebate Specialists before an Independent Consultant Agreement can be executed.

Please read the following information carefully:

- If you enter into an online Independent Consultant Agreement with Tax Rebate Specialists, you will not be required to submit a paper application. An electronic record will evidence the entire agreement between you and Tax Rebate Specialists. However, you must consent to the use of an electronic record and must read the Agreement and electronically acknowledge below that you understand and have read these documents.
 - To access these documents and submit your online Independent Consultant Application, you will need a personal computer with Internet access and operational Internet browser software. By clicking on "I agree" below, you consent to the use of electronic records evidencing that you have read, understand, and agree to the Agreement. If you click on the "I decline" box, the enrollment process will be terminated, and you will be returned to the Tax Rebate Specialists home page.
-

Section IV IRS W-9 Information

The Tax ID number must match the name as shown on your income tax return to avoid backup withholding. For individuals, this is your social security number.

Please verify the information submitted on your enrollment form. If correct, acknowledge by checking the box below, which will serve as your digital signature. For further information, please see the official IRS W-9 form instructions: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Under penalty of perjury, I certify that:

- The information submitted is correct
- I am not an exempt payee (generally, individuals, sole proprietors are not exempt from backup withholding)
- The IRS has not notified me that I am currently subject to backup withholding
- I am a U.S. citizen or U.S. resident alien (individual/sole proprietor)

I consent to the use of electronic records and have read, understand and agree to the Tax Rebate Specialists Agreement.

<I ACCEPT> <I DECLINE>



Privacy Policy Notice

Privacy Policy

This privacy policy ("Policy") describes how the personally identifiable information ("Personal Information") you may provide on the TaxRebateSpecialists.com website ("Website" or "Service") and any of its related products and services (collectively, "Services") is collected, protected, and used. It also describes the choices available to you regarding our use of your Personal Information and how you can access and update this information. This Policy is a legally binding agreement between you ("User," "you" or "your") and Tax Rebate Specialists ("Tax Rebate Specialists," "TRS," "we," "us," or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Policy. This Policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

Automatic collection of information

Our top priority is customer data security. We may process only minimal user data, only as much as it is absolutely necessary to maintain the Website and Services. Information collected automatically is used only to identify potential cases of abuse and establish statistical information regarding the usage and traffic of the Website and Services. This statistical information is not otherwise aggregated in such a way that would identify any particular user of the system.

Collection of personal information

You can access and use the Website and Services without telling us who you are or revealing any information by which someone could identify you as a specific, identifiable individual. If, however, you wish to use some of the features on the Website, you may be asked to provide certain Personal Information (i.e., your name and email address). We receive and store any information you knowingly provide to us when you make a purchase or fill any online forms on the Website. When required, this information may include the following:

- Personal details such as name, country of residence, etc.
- Contact information such as email address, address, etc.
- Any other materials you willingly submit to us such as articles, images, feedback, etc.

Some of the information we collect is directly from you via the Website and Services. However, we may also collect Personal Information about you from other sources such as public databases and our joint marketing partners. You can choose not to provide us with your Personal Information, but then you may not be able to take advantage of some of the features on the Website. Users who are uncertain about what information is mandatory are welcome to contact us.

Use and processing of collected information

In order to make the Website and Services available to you, or to meet a legal obligation, we may need to collect and use certain Personal Information. If you do not provide the information that we request, we may not be able to provide you with the requested products or services. Any of the information we collect from you may be used for the following purposes:

- Deliver products or services
- Improve products and services
- Send administrative information
- Send marketing and promotional communications
- Respond to inquiries and offer support
- Request user feedback
- Improve user experience
- Post customer testimonials
- Deliver targeted advertising
- Enforce terms and conditions and policies

- Protect from abuse and malicious users
- Respond to legal requests and prevent harm
- Run and operate the Website and Services

Processing your Personal Information depends on how you interact with the Website and Services, where you are located in the world and if one of the following applies: (i) you have given your consent for one or more specific purposes; this, however, does not apply, whenever the processing of Personal Information is subject to California Consumer Privacy Act or European data protection law; (ii) provision of information is necessary for the performance of an agreement with you or for any pre-contractual obligations thereof; (iii) processing is necessary for compliance with a legal obligation to which you are subject; (iv) processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (v) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party.

Note that under some legislations we may be allowed to process information until you object to such processing (by opting out), without having to rely on consent or any other of the following legal bases below. In any case, we will be happy to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Information is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Billing and payments

We use third party payment processors to assist us in processing your payment information securely. Such third party processors' use of your Personal Information is governed by their respective privacy policies which may or may not contain privacy protections as protective as this Policy. We suggest that you review their respective privacy policies.

Disclosure of information

Depending on the requested Services or as necessary to complete any transaction or provide any service you have requested, we may share your information with your consent with our trusted third parties that work with us, any other ICs, and subsidiaries we rely upon to assist in the operation of the Website and Services available to you. We do not share Personal Information with unaffiliated third parties. These service providers are not authorized to use or disclose your information except as necessary to perform services on our behalf or comply with legal requirements. We may share your Personal Information for these purposes only with third parties whose privacy policies are consistent with ours or who agree to abide by our policies with respect to Personal Information. These third parties are given Personal Information they need only in order to perform their designated functions, and we do not authorize them to use or disclose Personal Information for their own marketing or other purposes.

We will disclose any Personal Information we collect, use, or receive if required or permitted by law, such as to comply with a subpoena, or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

Retention of information

We will retain and use your Personal Information for the period necessary to comply with our legal obligations, resolve disputes, and enforce our agreements unless a longer retention period is required or permitted by law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after the expiration of the retention period.

Transfer of information

Depending on your location, data transfers may involve transferring and storing your information in a country other than your own. You are entitled to learn about the legal basis of information transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by us to safeguard your information. If any such transfer takes place, you can find out more by checking the relevant sections of this Policy or inquire with us using the information provided in the contact section.

The rights of users

You may exercise certain rights regarding your information processed by us. In particular, you have the right to do the following: (i) you have the right to withdraw consent where you have previously given your consent to the processing of your information; (ii) you have the right to object to the processing of your information if the processing is carried out on a legal basis other than consent; (iii) you have the right to learn if information is being processed by us, obtain disclosure regarding certain aspects of the processing and obtain a copy of the information

undergoing processing; (iv) you have the right to verify the accuracy of your information and ask for it to be updated or corrected; (v) you have the right, under certain circumstances, to restrict the processing of your information, in which case, we will not process your information for any purpose other than storing it; (vi) you have the right, under certain circumstances, to obtain the erasure of your Personal Information from us; (vii) you have the right to receive your information in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that your information is processed by automated means and that the processing is based on your consent, on a contract which you are part of or on pre-contractual obligations thereof.

The right to object to processing

Where Personal Information is processed for the public interest, in the exercise of an official authority vested in us or for the purposes of the legitimate interests pursued by us, you may object to such processing by providing a ground related to your particular situation to justify the objection. You must know that, however, should your Personal Information be processed for direct marketing purposes, you can object to that processing at any time without providing any justification. To learn whether we are processing Personal Information for direct marketing purposes, you may refer to the relevant sections of this document.

Data protection rights under GDPR

If you are a resident of the European Economic Area (EEA), you have certain data protection rights and Tax Rebate Specialists aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Information. If you wish to be informed what Personal Information we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights:

- You have the right to request access to your Personal Information that we store and have the ability to access your Personal Information.
- You have the right to request that we correct any Personal Information you believe is inaccurate. You also have the right to request us to complete the Personal Information you believe is incomplete.
- You have the right to request the erase your Personal Information under certain conditions of this Policy.
- You have the right to object to our processing of your Personal Information.
- You have the right to seek restrictions on the processing of your Personal Information. When you restrict the processing of your Personal Information, we may store it but will not process it further.
- You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- You also have the right to withdraw your consent at any time where Tax Rebate Specialists relied on your consent to process your Personal Information.
- You have the right to complain to a Data Protection Authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority in the European Economic Area (EEA).

California privacy rights

In addition to the rights as explained in this Policy, California residents who provide Personal Information (as defined in the statute) to obtain products or services for personal, family, or household use are entitled to request and obtain from us, once a calendar year, information about the Personal Information we shared, if any, with other businesses for marketing uses. If applicable, this information would include the categories of Personal Information and the names and addresses of those businesses with which we shared such personal information for the immediately prior calendar year (e.g., requests made in the current year will receive information about the prior year). To obtain this information please contact us.

How to exercise these rights

Any requests to exercise your rights can be directed to Tax Rebate Specialists through the contact details provided in this document. Please note that we may ask you to verify your identity before responding to such requests. Your request must provide sufficient information that allows us to verify that you are the person you are claiming to be or that you are the authorized representative of such person. You must include sufficient details to allow us to properly understand the request and respond to it. We cannot respond to your request or provide you with Personal Information unless we first verify your identity or authority to make such a request and confirm that the Personal Information relates to you.

Privacy of children

We do not knowingly collect any Personal Information from children under the age of 13. If you are under the age of 13, please do not submit any Personal Information through the Website and Services. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through the Website and Services without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us through the Website and Services, please contact us. You must also be at least 16 years of age to consent to the processing of your Personal Information in your country (in some countries we may allow your parent or guardian to do so on your behalf).

Cookies

The Website and Services use "cookies" to help personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

We may use cookies to collect, store, and track information for statistical purposes to operate the Website and Services. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. You may learn more about cookies and how they work in this article (<https://usa.kaspersky.com/resource-center/definitions/cookies>).

Do Not Track signals

Some browsers incorporate a Do Not Track feature that signals to websites you visit that you do not want to have your online activity tracked. Tracking is not the same as using or collecting information in connection with a website. For these purposes, tracking refers to collecting personally identifiable information from consumers who use or visit a website or online service as they move across different websites over time. How browsers communicate the Do Not Track signal is not yet uniform. As a result, the Website and Services are not yet set up to interpret or respond to Do Not Track signals communicated by your browser. Even so, as described in more detail throughout this Policy, we limit our use and collection of your personal information.

Advertisements

We may permit certain third party companies to help us tailor advertising that we think may be of interest to users and to collect and use other data about user activities on the Website. These companies may deliver ads that might place cookies and otherwise track user behavior.

Email marketing

We offer electronic newsletters to which you may voluntarily subscribe at any time. We are committed to keeping your email address confidential and will not disclose your email address to any third parties except as allowed in the information use and processing section or for the purposes of utilizing a third party provider to send such emails. We will maintain the information sent via email in accordance with applicable laws and regulations.

In compliance with the CAN-SPAM Act, all emails sent from us will clearly state who the email is from and provide clear information on how to contact the sender. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or by contacting us. However, you will continue to receive essential transactional emails.

Links to other resources

The Website and Services contain links to other resources that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other resources or third parties. We encourage you to be aware when you leave the Website and Services and to read the privacy statements of each and every resource that may collect Personal Information.

Information security

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal Information in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and the Website and Services cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third party, despite best efforts.

Data breach

In the event we become aware that the security of the Website and Services has been compromised or users Personal Information has been disclosed to unrelated third parties as a result of external activity, including but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do, we will post a notice on the Website.

Changes and amendments

We reserve the right to modify this Policy or its terms relating to the Website and Services from time to time in our discretion and will notify you of any material changes to the way in which we treat Personal Information. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any updated version of this Policy will be effective immediately upon the posting of the revised Policy unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Policy (or such other act specified at that time) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Information in a manner materially different than what was stated at the time your Personal Information was collected.

Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your personal Information, you may send an email to consultant@TaxRebateSpecialists.com.



Terms and Conditions

Terms and Conditions

General Terms

Terms and conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the ercspecialists.com website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and Tax Rebate Specialists ("Tax Rebate Specialists," "TRS," "we," "us," or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and Tax Rebate Specialists, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered as a free analysis, payment may be required after the free analysis is provided, and not when you enter your billing details (which may be required prior to providing the free analysis). If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel any order.

Accuracy of information

Occasionally, there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, availability, promotions, and offers. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend, or clarify information on the Website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

Links to other resources

Although the Website and Services may link to other resources (e.g., websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law, or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case, whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by Tax Rebate Specialists or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Tax Rebate Specialists. All trademarks, service marks, graphics, and logos used in connection with the Website and Services, are trademarks or registered trademarks of Tax Rebate Specialists or its licensors. Other trademarks, service marks, graphic, and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of Tax Rebate Specialists or third party trademarks.

Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Tax Rebate Specialists, its ICs, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Tax Rebate Specialists and its ICs, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Tax Rebate Specialists for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Indemnification

You agree to indemnify and hold Tax Rebate Specialists and its ICs, directors, officers, employees, agents, suppliers, and licensors harmless from and against any liabilities, losses, damages, or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

In addition to the rights as explained in this Policy, California residents who provide Personal Information (as defined in the statute) to obtain products or services for personal, family, or household use are entitled to request and obtain from us, once a calendar year, information about the Personal Information we shared, if any, with other businesses for marketing uses. If applicable, this information would include the categories of Personal Information and the names and addresses of those businesses with which we shared such personal information for the immediately prior calendar year (e.g., requests made in the current year will receive information about the prior year). To obtain this information please contact us.

Assignment

You may not assign, resell, sub-license, or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Legal Disclaimer

Tax Rebate Specialists, LLC DOES NOT provide any legal or accounting advice and users of this web site should consult with their own lawyer and C.P.A. for legal and accounting advice.

This website (the "Site") is a general service that provides legal information over the Internet. We are not a law firm and our employees are not acting as your attorney. The information contained in the Site is general legal information and should not be construed as legal advice to be applied to any specific factual situation. If you are unsure whether your particular situation requires that a document be changed, you should consult a lawyer. Any use of the Site DOES NOT create or constitute a attorney-client relationship between Tax Rebate Specialists, LLC or any employee of or other person associated with Tax Rebate Specialists, LLC and a user of the Site. As the law differs in each legal jurisdiction and may be interpreted or applied differently depending on your location or situation, the information or use of documents on the Site is not a substitute for the advice of a lawyer.

Any information on the Site is subject to our Terms and Conditions. For the most part, our Terms and Conditions specify that there is no guarantee or warranty and that we are not responsible for any loss, injury, claim, liability, or damage ("damages") related to your use of the Site, whether from errors or omissions in the content of the Site or any other linked sites. We are not responsible for any damages from the Site being inaccessible to the user and use of the Site is at your own risk. Refer to our Terms and Conditions regarding details of any exceptions such as our Quality Guarantee.

While we have worked to make our Site and all the features on our Site compatible with the most commonly used browsers, we cannot represent or guarantee that every feature will work with your browser.

Use of our Site is governed by our Terms and Conditions; refer to this document for more information.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your personal Information, you may send an email to consultant@TaxRebateSpecialists.com.

Additional Terms

Accuracy of submission

We analyze and generate your ERC analysis based upon the information provided during the qualifying submission process. You certify that all information you have provided is accurate to the best of your knowledge and agree to hold Tax Rebate Specialists and its ICs, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred as a result of inaccuracies on your ERC filing as a result of inaccurate information provided to us during the qualification submission. Tax Rebate Specialists will keep record of all responses received during the qualification submission, as well as any additional information received after the initial qualification submission.

Guarantee

We are engaging due to our ability to help clients navigate and file for the ERC tax credits available under the CARES act. We charge reasonable fees for this process. We also provide a complementary discovery process to help determine the qualification for ERC tax credits before engaging in services. If during the discovery effort it is determined that no credit can reasonably be qualified for under the law, no fees will be charged and any deposits will be returned.

Services

This agreement is for the scope of services that includes only tax work by Tax Rebate Specialists. This work may include navigating laws and rules affecting the client, filing, and financial forecasting. In the scope of our tax work we seek to identify the most favorable opportunities allowable under the IRC to arrange personal, business, or estate affairs so as to minimize various taxes owed by the taxpayer.

Information

All the work that we do requires substantial access to client information. It is the responsibility of the client to provide full and timely information — and it is our responsibility to ask clearly for all such information. We hold all information in total privacy to the client. Only personnel performing the actual services agreed upon have access to client information. We are also willing to return and remove all records of any client information upon request from said client.

Client information includes documents and records, correspondence, and intangible information such as trade secrets, business relationships, processes, intellectual property and all other forms of proprietary client information.

Tax law

In providing tax services we always seek to remain safely in the realm of tax law. All advice we provide is to the best of our knowledge within the lawful scope allowable under the IRC. In the case of newly issued laws, and infrequently in the case of more established ones, the IRS may provide case rulings that interpret, clarify, restrict, or expand the written law. These rulings provide a precedence for safe processes. In the absence of such precedence, we follow the law as best it can be interpreted.

We are always prepared to explain any tax law to any client or associate of such client. We never move forward with any execution until understanding and consent is satisfactorily achieved.

Audit

When a client we have advised comes under audit by a taxing authority, unless otherwise specified in our agreement, we are willing to provide documentation and assistance to provide the best case conceivable for our client. While we cannot guarantee the results of any audit, we can provide an explanation of the lawfulness of the course taken, sound documentation, and willingness to work directly with the client through the process to seek favorable results. When planning is done in this way, it is our experience that audits are fair. We do not issue tax opinion or shelters — all our work is based on well-established law directly.

Errors

When an error is identified, we are committed to making it known immediately to our client and providing a path for resolution. If the error was clerical or otherwise due to incorrect process on our part, we seek to fix it to the full extent of our ability without requiring additional fees for service. If the error is due to a material omission or refusal to provide information on the part of a client, we may need to negotiate terms of resolution.

Tax deposits

All money owed to taxing authorities will be clearly outlined in our planning process. It is then the responsibility of the client to ensure such taxes are paid timely, except in the case where we also provide deposit services. All money received via refund from a taxing authority is outside of our control in terms of timing of payments. We will take all best efforts to ensure all required documentation is in good order so as not to slow any payment or refund processes.

Good will and faith

In all affairs, we will seek to do what is best for our clients. We are in good will and faith to seek to help every client successfully reduce their tax liability by all legal means available to them. We seek to avoid any practice that will bring any unnecessary burden or difficulty to our clients by understanding their business and seeking to act prudently to protect and assist in its success.

ERC Additional Details

The Employee Retention Credit — as released March 12, 2020 and amended December 27, 2020 — in place to provide incentive to employers who wish to keep their employees on payroll despite difficulty due to COVID-19.

Tax Rebate Specialists provides all of the required services to file forms, amendments, registration, or otherwise needed forms to submit all required documentation in good order.

Businesses are eligible for the credit based on one of:

1. Full closure

Of the client business due to legitimate government orders that restrict business in a substantial way.

OR

2. Partial closure (can include supply chain disruption)

The cumulative impact of the disrupted supply items must have directly or indirectly represented more than 10% of gross sales in 2019.

OR

3. Revenue reduction

2020: 50% quarter over quarter reduction in gross sales for 2020 vs 2019

2021: 20% quarter over quarter reduction in gross sales for 2021 vs 2019 or 2020 vs 2021

Available credit

In 2020: 50% credit on up to \$10,000 of wages per employee for the entire year. This means a maximum credit of \$5,000 per employee in 2020.

In 2021: 70% credit on up to \$10,000 of wages per employee per quarter through Dec 31. This means a maximum credit of \$7,000 per quarter due.

These are the numbers we will use to determine your eligibility — actual numbers are a close estimate. When filing the tax forms, it is not uncommon to see small differences or to find new opportunities.

Additional items to note

Generally, payroll is a cost that your business is already incurring. Here is a factor of what taxes are remitted for each \$10,000 qualifying amount. If taxes were not remitted prior to our filing, it is not usually expected that additional cash costs will be incurred, but rather the IRS will deduct the taxes that would have been owed from the total credit.

2020 — FICA / Medicare

15.3% or \$1,530 is remitted as federal payroll tax deposits.

2020 — Income tax

Withholding is elective and totally dependent on the employee's situation. The \$10,000 of wages claimed for the credit is \$10,000 in taxable income to the employee in 2020, as is all payroll, to be filed with their regular income taxes before April 15, 2021.

2021 — FICA / Medicare

9.1% or \$910 must be remitted, or rather, 6.2% can be skipped as part of normal tax deposits for a qualifying business in a given quarter.

2021 — Income tax

Withholding is elective and totally dependent on the employee's situation. The \$10,000 of wages claimed for the credit is \$10,000 in taxable income to the employee in 2021, as is all payroll, to be filed with their regular income taxes before April 15, 2022.

Unemployment insurance

Localities have a requirement to remit unemployment insurance on each employee. Rates for this insurance vary by industry and location, but generally range from 0.5-3% of total payroll.

Penalties

Filing late results in a 5% monthly penalty on the tax due up to 25%. Late deposits result in up to 15% penalty. Overall, you can pay up to a 40% penalty on your 15.3% payroll tax.

Eligible persons

A business may claim any employee paid during a calendar quarter where the business is in a qualifying position. The exception to this rule are persons who are related to an owner of the business who owns directly or indirectly more than 50% of the shares of the business:

- A child or a descendant of a child;
- A brother, sister, stepbrother, or stepsister;
- The father or mother, or an ancestor of either;
- A stepfather or stepmother;
- A niece or nephew;
- An aunt or uncle;
- A son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Note: Not mentioned are self or spouse.

Contacting us

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your personal Information, you may send an email to consultant@TaxRebateSpecialists.com.