

Refund Anticipation Loan and/or Bonu\$ Deposit Account with Direct Deposit



2007



Application/Agreement for Chase Refund Anticipation Loan and/or Bonu\$ Deposit Account with Direct Deposit

Creditor: JPMorgan Chase Bank, N.A. ("Chase")

Important information about your anticipated tax refund and Chase tax related products:

- A Refund Anticipation Loan ("RAL") is not a tax refund. It is a loan based upon your anticipated tax refund. If you receive a RAL, you will be obligated to repay it even if you do not receive a tax refund or your refund is less than expected. Neither the IRS nor Chase guarantee that a tax refund will be issued, when a tax refund might be issued or the amount of any tax refund.
- You can apply for a Bonu\$ Deposit Account without a RAL. However, if you apply for a RAL by checking the box on page 4, you will also receive a Bonu\$ Deposit Account. Be sure to instruct your tax preparer regarding your choice.
- You can file your tax return and receive your refund directly from the IRS for free, without applying for a bank product from Chase or paying any fees to Chase. Tax preparation fees and electronic filing fees, if any, charged by your tax preparer, and transmission fees charged by the transmitter who electronically files your return, would still apply. Options include:

<u>Filing Method</u>	<u>Refund Method</u>	<u>Approximate Time</u>
Mail a paper tax return	Paper check in the mail	About 4-6 weeks
Mail a paper tax return	Direct deposit	About 4-5 weeks
File electronically	Paper check in the mail	About 3-4 weeks
File electronically	Direct deposit	About 10-21 days

- The time it takes to get your refund with a Bonu\$ Deposit Account is about 10-21 days. If you are approved for a RAL, Chase will initiate an electronic funds transfer to your Pre-Existing Account in 1-4 days. It may take additional time for your bank to make those funds available to your Pre-Existing Account.
- You can choose the amount of the Finance Charge you pay by selecting the amount of your RAL. You do not have to get a RAL for the maximum amount for which you are eligible. You can choose a lesser loan amount and pay a smaller Finance Charge.
- If you owe money to Chase or certain other RAL lenders for RAL(s) received in a prior year, and you complete this Application, Chase will establish a Bonu\$ Deposit Account but may decline your RAL application, if any, and Chase will apply any tax refund received into your Bonu\$ Deposit Account to those outstanding RAL debt(s) with Chase and/or such other RAL lenders.
- Chase compensates transmitters and eligible tax preparers for referring applicants to Chase.
- If you apply for a RAL and your RAL application is not approved or you do not accept the loan, your tax refund, if any, still will be deposited into a Bonu\$ Deposit Account and the Bonu\$ Deposit Account fee and other terms and provisions of this Application will still apply.
- Chase's fees are in addition to other fees charged by your tax preparer and the transmitter who electronically files your return.

Refund Anticipation Loan (RAL)			
<u>Loan Amount Range</u>	<u>Bonu\$ Deposit Account Fee*</u>	<u>RAL Fee (Finance Charge)</u>	<u>Total Fee*</u>
\$300 - \$1,000	\$30.00	\$3.00	\$33.00
\$1,001 - \$1,500	\$30.00	\$39.00	\$69.00
\$1,501 - \$2,000	\$30.00	\$49.00	\$79.00
\$2,001 - \$3,500	\$30.00	\$74.00	\$104.00
\$3,501 - \$10,000	\$30.00	\$84.00	\$114.00

*Add \$10.00 if you direct both your Federal and State refunds to your Bonu\$ Deposit Account.

CHASE REFUND ANTICIPATION LOAN DISCLOSURE STATEMENT

The chart below estimates a range of APRs using the Chase RAL Fee. This chart does not include other fees you have authorized Chase to deduct from the amount of the RAL.

The Truth-in-Lending Disclosure statement that your tax preparer provided to you provides specific Truth-in-Lending Disclosures. These disclosures will provide you with the actual APR associated with your loan. In addition, these disclosures will list the Finance Charge, which you prepay when Chase withholds the fee from your RAL proceeds, and other fees assessed on your RAL transaction.

Loan Amount	Chase's RAL Fee (Finance Charge)	Estimated Repayment Period (Days)	Annual Percentage Rate ("APR")
\$300 - \$1,000	\$3.00	11	33.52% - 9.98%
\$1,001 - \$1,500	\$39.00	11	134.52% - 88.58%
\$1,501 - \$2,000	\$49.00	11	111.98% - 83.34%
\$2,001 - \$3,500	\$74.00	11	127.42% - 71.67%
\$3,501 - \$10,000	\$84.00	11	81.57% - 28.11%

RAL ELIGIBILITY – To be eligible for a RAL, all parties must be 18 years of age, and you must file your income tax return electronically. The anticipated Federal income tax refund must be at least \$300 for a RAL. In addition, your anticipated Federal tax refund minus any claimed Earned Income Credit ("EIC") must be \$0 or greater. If, according to our records, you have had a RAL, Bonu\$ Deposit Account or similar product in the past, you are eligible for a RAL between \$300 and \$10,000, but in any event no more than the amount of your anticipated Federal tax refund to be direct deposited to Chase. If, according to our records, you have not had a RAL, Bonu\$ Deposit Account or similar product in the past, you are eligible for a RAL between \$300 and \$3,250, but in any event no more than the amount of your anticipated Federal tax refund to be direct deposited to Chase. You may not apply for a RAL on behalf of any party that is deceased.

LOAN AGREEMENT – NOTE: You are not obligated under this Loan Agreement unless and until Chase approves your application for a RAL and disburses the loan proceeds, less any authorized fees and charges, via direct deposit to the Pre-Existing Account designated by you. By submitting this application, being approved by Chase and receiving the RAL deposit, you accept Chase's offer of credit, and agree to be bound by all the terms and conditions herein. You promise to pay to Chase the Amount Financed plus the Finance Charge under the terms of this Loan Agreement and those terms disclosed on the Truth-in-Lending Disclosure statement provided to you by your tax preparer along with this Application/Agreement. Payment is due ON DEMAND or when Chase receives your income tax refund from the IRS (or State taxing authority, if applicable). You agree that Chase has the right to withdraw from your Bonu\$ Deposit Account sufficient funds to pay off your outstanding RAL at any time. Chase will notify you promptly if the direct deposit of your tax refund does not equal the amount of your RAL. You agree that you are fully responsible for payment under this Loan Agreement. Chase can delay enforcing any of its rights under this Loan Agreement without losing them. Chase can excuse one obligor from certain responsibilities any number of times without losing rights against you or any other obligor. You hereby grant Chase a security interest in the anticipated refund to be paid to you by the IRS (and State taxing authority, if applicable) for the tax year on which the RAL deposit is based, and in the Bonu\$ Deposit Account. If, for any reason, any part of your anticipated refund is disallowed or offset by the IRS (or State taxing authority, if applicable) or if you should receive a refund check in the mail, you agree to promptly repay your RAL to Chase.

RIGHT TO CANCEL – You have the right to cancel this loan within 72 hours of receiving the RAL Funds in your Pre-Existing account. To cancel the loan, mail a written request and a check or money order to Chase for the amount of the loan at the address on page 4. If you cancel the loan, the Finance Charge will be refunded to you. However, your tax refund, if any, still will be deposited into a Bonu\$ Deposit Account and the Bonu\$ Deposit Account fee and other terms and provisions of this Application will still apply.

BONU\$ DEPOSIT ACCOUNT – You authorize and request Chase to establish a Bonu\$ Deposit Account, a special purpose non-interest bearing deposit account in your name for the purpose of receiving the direct deposit of your anticipated Federal and/or State tax refund(s) and repaying your RAL, if any. You are not permitted to make any deposits to or withdrawals from the Bonu\$ Deposit Account at any time nor are you permitted to close the Bonu\$ Deposit Account at any time. However, Chase may close your Bonu\$ Deposit Account at any time.

RECEIVING REFUND AND APPLYING PROCEEDS – When Chase receives your tax refund, Chase will immediately credit your Bonu\$ Deposit Account for such amount. Chase will then deduct (i) the amount owed on your RAL, if applicable, (ii) the applicable Chase fees described on page 1 and any amounts still owed to Chase for RALs from prior years, (iii) any unpaid fees or charges owed to your tax preparer, service bureau and transmitter, which Chase will forward to your tax preparer, service bureau and the transmitter on your behalf, and (iv) any amounts still owed to other lenders for RALs from prior years. Chase will then make a deposit to your Pre-Existing Account for the remaining balance, if any such balance is greater than \$1.00.

COLLECTION OF OUTSTANDING RAL DEBT – If you owe money for a RAL from any prior year to Chase (including Bank One) or certain other RAL lenders, including HSBC Bank USA, N.A., Beneficial National Bank, Household Bank, f.s.b., or any of their successors or assigns, you acknowledge such prior obligations and authorize Chase to deduct the amount of the outstanding RAL obligation(s) from your Bonu\$ Deposit Account and apply such funds to your outstanding RAL obligation(s) with Chase and/or send such funds to the appropriate RAL lender(s). This provision applies to any Bonu\$ Deposit Account, whether or not you apply for a RAL. If you have an outstanding RAL, you understand that Chase will be acting as a debt collector under the terms of this Application and that any information obtained will be used for that purpose.

JOINT FILERS – If you have filed a joint tax return, both taxpayers may apply jointly for a loan or either taxpayer may apply individually for a loan. If both taxpayers apply jointly for a loan, each will be personally responsible for the loan and any RAL proceeds will be issued jointly in both taxpayers' names. If a joint taxpayer applies individually for a loan, that person ("Applicant") will be personally responsible for the loan, and any RAL proceeds will be issued solely in that person's name. The other taxpayer ("Joint Filer") will not be personally responsible for the loan, but must complete and sign the application to indicate their agreement to the provisions applicable to Joint Filers, as described below.

A Joint Filer agrees that the Applicant may rely on the refund from a jointly filed tax return in applying for a RAL and that the refund of such jointly filed tax return may be used to repay a RAL provided to the Applicant or

as otherwise provided in this Application. A Joint Filer hereby agrees to be bound by the following sections of this agreement: RAL Eligibility, Bonu\$ Deposit Account, Collection of Outstanding RAL Debt, Receiving Refund and Applying Proceeds, Arbitration, Disclosure of Information, Transmittal of Application, and hereby makes the certifications in the Certification section. The term "I", "me", or "my" in those Sections shall include a Joint Filer as well as an Applicant. A Joint Filer hereby authorizes Chase to obtain a consumer report on the Joint Filer and other information from third parties in connection with evaluating this Application/Agreement.

STATE NOTICES – California residents: Married persons may apply for credit separately. **New York residents:** A consumer report may be requested in connection with this Application/Agreement, and upon your request, we will inform you if a consumer report was requested and the name and address of the consumer reporting agency that furnished the report. **Ohio residents:** Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Wisconsin residents:** Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision.

ARBITRATION – PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

Any claim, dispute or controversy by either you or Chase against the other, or against the employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to this Application/Agreement or our relationship ("Claim"), including Claims regarding the applicability or validity of this arbitration clause, shall be resolved exclusively and finally by binding arbitration.

All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis.

The party bringing the Claim may select either one of two national arbitration organizations to administer the arbitration of the Claim: the National Arbitration Forum ("NAF"), or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code of procedures in effect at the time the arbitration is filed, subject to this Application/Agreement. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class action or representative basis.

If you prevail in the arbitration of any Claim against Chase, Chase will reimburse you for any fees you paid to the arbitration organization in

connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with either of the two organizations, as follows: the NAF at P.O. Box 50191, Minneapolis, Minnesota 55405, website at www.arb-forum.com; or the AAA at 335 Madison Avenue, Floor 10, New York, New York 10017, website at www.adr.org. Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your residential address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

This arbitration provision applies to all Claims which arose in the past, which may presently be in existence, or which may arise in the future. This arbitration provision shall survive termination of your RAL or Bonu\$ Deposit Account as well as voluntary payment of the debt in full by you or any bankruptcy by you.

As an exception to arbitration, you and Chase retain the right to file in a small claims court any Claim that is within that court's jurisdiction. If a Claim is brought in a small claims court, it must be asserted on an individual basis.

GOVERNING LAW – This Loan Agreement shall be governed in accordance with all applicable Federal laws and the laws of the State of Ohio, except that the Arbitration section above shall be governed solely by Federal law.

ASSIGNMENT – Chase may assign its rights and obligations under this Application/Agreement in whole or in part.

DISCLOSURE OF INFORMATION – You authorize Chase, your tax preparer, and the transmitter to disclose to each other (a) your tax return information and other information related to the evaluation and processing of this Application, (b) information related to your RAL and/or Bonu\$ Deposit Account, and (c) any information related to the collection of prior RALs owed to Chase or other RAL lenders. If Chase is legally required to give you any specific notices or disclosures, Chase may provide such information to your tax preparer for the tax preparer to forward to you. You authorize Chase to disclose information regarding your Application/Agreement (including tax information), Bonu\$ Deposit Account and/or RAL to other RAL lenders for product eligibility and collection purposes. Chase may inquire of the IRS (and the State, if applicable) as to the status of your tax refund(s) and may receive from or supply to the IRS (and State, if applicable) information to expedite the issuance of your refund(s). Also, Chase, your tax preparer, and any transmitter who processes information in connection with your Bonu\$ Deposit Account or RAL, will screen your tax return information for indicators of potential fraud or abuse and may forward such information/indicators to the IRS. You authorize Chase to obtain a consumer report on you and other information from third parties in connection with evaluating this Application/Agreement.

VERIFICATION OF IDENTITY – Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, residential address, date of birth and social security number which will allow us to verify your identity.

TRANSMITTAL OF APPLICATION – Once you have signed this Application and the IRS Transmittal Form 8453 or its equivalent (and State Form 8453 or its equivalent, if applicable), your tax preparer will electronically submit your tax return(s) to the IRS and/or State and to Chase, along with this Application.

NOTE: Bonu\$ Deposit Accounts and RALs are available only to taxpayers who list a tax return address within the United States, one of its possessions, or from a U.S. Military Post Office (APO or FPO).

NOTICE TO CONSUMER – Do not sign this paper before you read it. You are entitled to a copy of this paper. You may prepay the unpaid balance at any time without penalty.

CHECK THIS BOX TO APPLY FOR A REFUND ANTICIPATION LOAN

By checking this box, you are applying for a Refund Anticipation Loan (RAL) of \$ _____ (if left blank, the maximum eligible amount) and a Bonu\$ Deposit Account. If your RAL application is approved, Chase will initiate an electronic funds transfer to your Pre-Existing Account within 1-4 business days after approval. It may take additional time for your bank to make those funds available to your Pre-Existing Account. The funds transfer will be for the amount of your RAL minus the Chase fees and other fees and charges described in this Application/Agreement. If your RAL application is not approved, the Bonu\$ Deposit Account processing fee and the other terms and provisions of this Application will still apply.

To be completed by ERO/Tax Preparer

INFORMATION: The information below must be completed for all taxpayers requesting a RAL and/or a Bonu\$ Deposit Account. If the tax return is being filed as Married Filing Joint, it must be completed for both taxpayers.

Primary Taxpayer: Name (First, MI, Last): _____ Social Security Number: _____
Date of Birth: _____ Daytime Phone: (____) _____ Evening Phone: (____) _____
Physical Address: _____

Joint Taxpayer: Name (First, MI, Last): _____ Social Security Number: _____
Date of Birth: _____ Daytime Phone: (____) _____ Evening Phone: (____) _____
Physical Address: _____

IDENTIFICATION – In accordance with IRS ERO Guidelines, verify two forms of ID—AT LEAST ONE MUST BE A CURRENT PICTURE ID.
Acceptable picture IDs include: Driver's License, BMV/DMV State ID, Military ID, US Passport, Resident Alien ID, Employee ID or Student ID.
Acceptable second IDs include: Visa/MC/Discover/AMEX, SSN Card, Union Membership, Check Cashing Card, or if the taxpayer is a Prior Client.

NAME/SOCIAL SECURITY NUMBER VALIDATION – Verify that the taxpayer(s) has provided one of the following documents as proof of Name and Social Security Number, and that the information identified above matches the document exactly.
Acceptable documents are: 2006 IRS Mailing Label (Use whenever possible), Valid Social Security Card, Current Military ID, or if the taxpayer is a Prior Client.

CERTIFICATION – By signing this Application, I hereby certify that I do not owe any tax, am not subject to any tax liens from prior tax years, have not previously filed a Federal (or State, if applicable) Income Tax Return for tax year 2006, do not owe any delinquent child support and/or alimony payments, do not owe any delinquent student loans, VA loans or other Federally guaranteed loans, do not have a petition (whether voluntary or involuntary) currently filed, nor do I anticipate filing, under any State or Federal bankruptcy or insolvency laws, have not paid any estimated tax, did not have any amount of my 2005 refund applied to my 2006 return, and have not had a RAL with Chase or any other RAL lender which has been discharged in bankruptcy.

DEBT COLLECTION NOTICE: If you owe money to Chase or certain other RAL lenders for Refund Anticipation Loan(s) received in a prior year, and you complete this Application, Chase will establish a Bonu\$ Deposit Account but may decline your Refund Anticipation Loan application, if any, and Chase will apply any tax refund received into your Bonu\$ Deposit Account to those outstanding RAL debt(s) with Chase and/or such other RAL lenders.

I certify that I have read and understand this Application/Agreement, including the IMPORTANT INFORMATION on page 1, the CHASE REFUND ANTICIPATION LOAN DISCLOSURE STATEMENT on page 2, ARBITRATION on page 3, DISCLOSURE OF INFORMATION on page 3, and the DEBT COLLECTION NOTICE on page 4. I further certify that all my information in this Application/Agreement is correct to the best of my knowledge, that this Application/Agreement is based upon a bona fide 2006 Federal (and State, if applicable) income tax return, that the tax return is true and accurate in all respects, and that I have received the CHASE PRIVACY POLICY. If I am applying for a RAL as well as a Bonu\$ Deposit Account, I also certify that my tax preparer has provided me with a copy of the Truth-in-Lending Disclosures, setting forth the Finance Charge and Annual Percentage Rate for which I am applying.

Applicant Signature: _____ Date: _____

For a joint tax return, both taxpayers must sign this Application/Agreement. If both taxpayers are jointly applying for a RAL or Bonu\$ Deposit Account, check "Joint Applicant" below. If only one taxpayer is applying for a RAL, that taxpayer must sign by "Applicant Signature" above, and the other taxpayer must check "Joint Filer" and sign below.

Joint Filer or
 Joint Applicant Signature: _____ Date: _____

PRE-EXISTING ACCOUNT INFORMATION (NOTE: This information must be accurate to ensure that you receive your Bonu\$ and/or RAL Proceeds.)

Routing Transit Number (RTN): _____ Account Number: _____
The RTN must be nine digits, and the first two digits must be 01 through 12 or 21 through 32.

As ERO/Tax Preparer, I hereby certify that I followed the verification steps listed in the Identification section and that I witnessed the above signature(s).

Witness Signature: _____ Date: _____

Should the following situations occur, or if you have any questions about this Application/Agreement or your RAL or Bonu\$ Deposit Account, please contact your tax preparer and call Chase toll-free at: 1-800-365-1040

If you receive a refund check in the mail — This should not happen since you have chosen direct deposit for your refund(s) to your account at Chase. However, if you do receive a refund check and you have an unpaid RAL, you agree to endorse the check and immediately mail it to:

CHASE, PO BOX 272, WORTHINGTON, OHIO 43085

If you are contacted by the IRS or State regarding your income tax refund, OR if the amount of your refund turns out to be less than you anticipated — Please contact your tax preparer and call Chase toll free at 1-800-365-1040