

Referred by: \_\_\_\_\_



# Preferred Processing Solutions LLC

Voice: (254) 230-4700  
FAX: (800) 208-3079

## PERC/PERT Processing Agreement - 2020

This agreement is between Preferred Processing Solutions LLC (PPS LLC), a Texas Limited Liability Company located at 1512 Lake Air, Suite 105, Waco, TX 76710, and

Firm's Legal Name \_\_\_\_\_ current year's EFIN \_\_\_\_\_

*Substitute for EFIN (IF required by software and ASSIGNED by PPS LLC)* \_\_\_\_\_

Name(s) of Business Owner(s) \_\_\_\_\_

Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Previous Year's EFIN \_\_\_\_\_  
(if different than this year)

**After Season Contact Information** Season Ending Date \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

**EFIN Holder Certification – (Note: Clear black & white copy of driver's license is required as photo ID for new customers.)**

I certify that I am the Holder of the current EFIN, which is listed on this application, and I authorize the Firm on this application to use this EFIN for the purpose of filing returns electronically to the IRS. I authorize the credit checks and the background check(s) necessary for processing of these fund transfers.

EFIN Holder's Social \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Federal Tax I.D. \_\_\_\_\_

EFIN Holder's Date Of Birth \_\_\_\_\_ EFIN Holder's Driver's License # \_\_\_\_\_ D.L. State \_\_\_\_\_

EFIN Holder's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_

X \_\_\_\_\_  
EFIN Holder Name (print)

X \_\_\_\_\_  
EFIN Holder Signature

\_\_\_\_\_  
Date

**PPS LLC will act as a service bureau for the processing of Preferred Electronic Refund Check (PERC) / Preferred Electronic Refund Transfer (PERT) payments.** PPS LLC will be responsible for electronically accepting properly formatted identifiable electronic tax refunds from the IRS and/or other taxing entities into special use account, separating fees as structured in the PPS LLC customer agreement, providing online access for Firm to print checks and/or effecting Electronic Fund Transfer to facilitate distribution of net funds to taxpayers and net Firm fees (Firm Fees - PPS LLC fees) to Firm.

Subject to the terms and conditions of this Agreement, **PPS LLC grants to the Firm the a nonexclusive license to use the PPS LLC online interface** to communicate as intended with the PPS Server Software solely for the purposes of processing PERCs/PERTs through PPS LLC, properly distributing resultant funds, and accessing corresponding records for Firm and their clients.

**Firm agrees to file tax returns for clients desiring PPS LLC PERC/PERT using PPS LLC specified RTN and Account Format.** Firm agrees to **comply with all IRS and other applicable regulations** regarding PERCs/PERTs, including Federal, State, and Local laws regarding business registration and reporting requirements (if required), handling of PERCs and PERTs, and contract and posting disclosure requirements (if any). Firm agrees to charge the same PERC/PERT fee for each taxpayer choosing a PERC/PERT through PPS LLC as required by law. *Other fees i.e. tax preparation, etc. may vary.*

**Firm agrees to obtain a completed PPS LLC agreement signed by the taxpayer** (authorizing our handling of taxpayer funds) prior to filing the taxpayer's tax return directing client electronic fund transfer into special use account as per PERC/PERT processing requirements. Firm agrees to retain a copy of said contract for the greater of 3 years or the period required by law. Firm agrees to provide any/all of these contracts to PPS LLC's business location in a timely manner if/when requested by PPS LLC.

Firm agrees to advise and notify all taxpayers that tax preparers, electronic filers, and Firm are independent contractors, **not agents** of PPS LLC and do not have authority to act on behalf of PPS LLC and to notify same and that PPS LLC and Depository Fiduciary Institution(s) used by PPS LLC to house taxpayer funds have not and do not offer any tax advise.

Firm acknowledges that **PPS LLC does NOT process loans. And, for all data entry for processing by PPS LLC, Firm agrees not to include any fees associated with loans (i.e. principal and/or interest re-payment and/or any other loan associated fees).**

**Firm agrees that Firm will not use a Firm account as the receiving account for a taxpayer's Preferred Electronic Refund Transfer (PERT) unless the taxpayer for the corresponding tax return is the Firm owner.**

**Firm agrees to use IRS form 8888 for high refund taxpayer(s) to split refund directing funds over \$15,000.00 to account owned by corresponding taxpayer(s) so that PPS LLC does not receive more than \$15,000 for any individual taxpayer (and taxpayer spouse if any) for each individual tax year(s).**

Firm agrees that **if total taxpayer fees for a given taxpayer and spouse (if any) exceed \$400.00**, then corresponding location fees can be **withheld pending receipt of said taxpayer contract** via fax or via mail. An "800" number is provided for faxing of contracts. Firm agrees not to submit to PPS LLC the following fees as part or all of the total taxpayer fees: 1. any fees not authorized by law, 2. immigration assistance fees.

Firm agrees to indemnify PPS LLC for **return of any any taxpayer's remaining funds including firm's fees** to taxing agency. This action may be required by law in case of suspected or proven fraud, suspension or termination of processing, and/or failure of the firm to honor this processing agreement. (Refund balances may also be returned if requested by government or the taxpayer(s) or if not received by the taxpayer(s) in a reasonable time-frame.)

Firm agrees to **verify taxpayer identities** when dispensing checks and agrees that this is Firm's sole responsibility. Firm agrees to **prevent unauthorized use of blank check stock** distributed to Firm to allow PERC check printing. Firm agrees to **void duplicated checks** whenever possible to prevent them from being cashed when printing subsequent checks on the same funds (for any reason i.e. stale check dates on old checks, misprints, etc.). Firm agrees that it is liable to PPS LLC for all overpayment and for all other damages associated with cost of recovery of overpayment associated with **duplicated distribution of taxpayer refunds** in the form of **re-printed checks** that Firm requests or in the form of electronic fund transfers to replace printed checks that at some point get cashed. Firm agrees that said funds and associated costs **may be recovered by PPS LLC from Firm** in the form of deductions from fees or by other means. Firm agrees to return unused check stock IF REQUESTED by PPS LLC. Firm agrees to **guard its logons and passwords** to prevent them from being used for unauthorized access to PPS LLC software and servers.

**Registration requires SIGNED CONTRACT.**

PPS LLC Software Purchase is NOT required  
to process through PPS LLC!

(see PERC/PERT fee schedule next page)

**Yearly fee of \$13.45**

**for Check Stock Shipping & Handling  
(and registration & setup)  
will be deducted from fees paid to location.**

**(no fee for additional non-rush shipments same year)**

Please estimate your check requirements below:

Estimated Number of ERCs/yr \_\_\_\_\_ **Estimated Yearly Total Number of Checks Needed** \_\_\_\_\_



## ***Additional Terms and Conditions***

**Authority:** Each party of the agreement hereby represents and warrants to the others that it has the full right, power, and authority to enter into and to perform this agreement in accordance with all of the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this agreement has been duly authorized by proper corporate or company action.

**Assignment:** In the event any of the parties to this agreement shall cease to conduct business, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets; or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Laws of any statute of any state relating to insolvency or the protection of the rights of creditors, then (at the option of the other party hereto), this agreement shall terminate and be of no further force and effect, and any property or rights of such other parties, tangible or intangible, shall forthwith be returned to them.

**Force Majeure:** Each party hereto will be excused from performance hereunder when and to the extent that it is prevented from performance by, but not limited to, the following: computer, utility or communications breakdown; inability to operate or obtain service for its equipment; fire; an act of God; or any act of a third party beyond its control provided that it takes all steps reasonably practical and necessary to effect prompt resumption of its respective responsibilities set forth hereunder in full or in part.

**Benefit:** This agreement shall be binding upon and shall inure to the benefit of the parties hereunder and their representatives and successors and assigns.

**Attorney's Fees:** Firm shall be liable for and shall indemnify and reimburse PPS LLC for any and all attorney's fees and other costs and expenses paid or incurred by PPS LLC in the enforcement hereof, or in collecting any amounts due from Firm to PPS LLC hereunder or resulting from any breach by Firm of any of the terms or conditions of this Agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Should litigation be required in connection with this Agreement, such litigation shall be commenced and maintained in a District Court for the State of Texas, located in McLennan County, Texas.

**Severability:** If any part of this Agreement is found by an arbitrator or court of competent jurisdiction to be overbroad, void or unenforceable, the parties stipulate that the arbitrator or court making such declaration shall not, for that reason invalidate this Agreement or the provision in question, but shall, instead, be authorized, empowered, and requested by all parties to adjudge this Agreement and the provision in question to be valid and enforceable to the maximum extent permissible under applicable law.

**Term:** This agreement together with attached schedules is entered into as of the date accepted by PPS LLC and shall remain in full and effect until the earlier of the end of the year in which the tax refund processing under this agreement begins or until the agreement is terminated by either party by giving the other party a 10-day written notice. Termination refers specifically to the submission of new accounts and does not preclude a choice by PPS LLC's choice to continue supporting Firm for "in process" taxpayers (those whose tax returns have been already submitted with an account number intended to cause PPS LLC processing). Termination similarly does not preclude PPS LLC's right to continue support "in process" taxpayers or their representatives.

**Confidentiality:** Firm, its employees and agents shall treat as confidential all information that comes to its attention in the performance of its duties under this agreement and shall utilize such information only for the duties and obligations contained herein, for the purpose of improving processing, or as required by law or industry regulation.

**Consumer Relationship:** PPS LLC has the exclusive right to refuse to process transactions for any customer of Firm if in PPS LLC's sole judgment, processing such transactions creates regulatory risk to PPS LLC, its credibility and adherence to NACHA Operating Guidelines, Federal Reserve Regulations, UCC Rules and Regulations, the Department of Homeland Security, or other regulatory agencies. PPS LLC reserves the right to investigate the history and credibility of any of Firm and Firm's customers for whom Firm intends to process transactions under this Agreement. PPS LLC operates in strict accordance with Federal Regulations pertaining to consumer rights. PPS LLC has a desire to help both the Firm and customer should a dispute arise but has no responsibility for adjudicating the efficacy of a dispute between Firm and a customer. Requests for information or transaction reversals by a bank or a Federal Regulator will be promptly responded to by PPS LLC. It is the Firm's responsibility to address the merits of any reversal request with their customer.

**Indemnification:** Firm shall indemnify, defend, and hold harmless PPS LLC and Depository Fiduciary Institution(s) used by PPS LLC to house taxpayer funds from and against any and all losses, damages, costs, and expenses including reasonable attorney's fees and costs resulting from, or rising out of, or in connection with Firm's failure to comply with the terms of the agreement.

**Advertising:** Firm shall use its best efforts to advertise the services provided by PPS LLC.

**Remedies:** PPS LLC reserves the right to suspend its performance or terminate this agreement including its obligation to provide online access to previously transmitted tax refund records if Firm has violated this agreement or Federal, state, NACHA, local or other regulations regarding but not limited to tax filing, fund transfers or consumer protection. PPS LLC shall have the right to offset amounts due the Firm with any amounts due PPS LLC. PPS LLC's continuation of performance, thereafter shall not constitute a waiver of any of PPS LLC's rights under this agreement and the rights contained in this paragraph shall be in addition to any other remedies at law or equity.

**Notices:** As except as otherwise provided in this agreement, any notice required or given under this agreement shall be in writing and shall be deemed valid within 48-hours after deposit in United States mail, postage prepaid, or if other means of notification upon actual receipt of delivery. All notices shall be addressed and delivered to the appropriate party at the addresses appearing in this agreement, or as the same may be changed in writing by either party in accordance with this paragraph. Firm waives notice in event that suspension of server access is necessary to comply with law, protect a taxpayer from unauthorized activity, or protect PPS LLC's ability to continue to operate.

**Lost Profits:** Under no circumstances shall PPS LLC or Depository Fiduciary Institution(s) used by PPS LLC to house taxpayer funds be liable for lost profits or consequential or exemplary damages.

**No Waiver:** PPS LLC's failure to enforce or failure to insist upon strict compliance of any terms of this agreement shall not be construed, as a continuing waiver of other breaches of the same or other terms of this Agreement.

**Primary EFIN \_\_\_\_\_**

**IMPORTANT: If this is your first year with us, please include a legible black and white copy of your photo I.D. in your FAX.**

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**Branch EFINs (additional offices owned by your company & processing through us)**

EFIN _____	Assigned number (if required) to replace EFIN _____
Contact Name _____	Phone _____
Address _____	
City _____	State _____ Zip Code _____ - _____

EFIN _____	Assigned number (if required) to replace EFIN _____
Contact Name _____	Phone _____
Address _____	
City _____	State _____ Zip Code _____ - _____

EFIN _____	Assigned number (if required) to replace EFIN _____
Contact Name _____	Phone _____
Address _____	
City _____	State _____ Zip Code _____ - _____

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