

REVIEW DRAFT | NOT EXECUTED | VERSION 2026-09-26-D1

Parties, Scope And Formation

Review Status

DRAFT - NOT FOR SIGNATURE UNTIL COMPLETED. Version 2026-09-26-D1. Prepared for Cima Tax Pro, LLC. This template does not amend the upstream agreement, establish sublicensing authority or constitute provider approval. Blank schedules must be completed, applicable riders approved and the final version delivered before payment is enabled.

1. Parties And Order

The seller is Cima Tax Pro, LLC. (Cima). The customer is the person or legal entity named in Schedule A. Each signer must have authority for that party. Schedule A, the selected role addendum and the final incorporated policies identify the exact transaction. No unnamed affiliate is made a contracting party.

2. Defined Services

Cima will supply only the onboarding, coordination, support and authorized software access expressly listed in Schedule A. Software is a licensed third-party product, not a sale of source code or ownership. Identify supplier, edition, tax years, return types, license count, term and delivery conditions. Anything marked pending is not a promised entitlement.

3. When Obligations Begin

A demo order creates no purchase obligation. For a real transaction, Cima must first provide the completed agreement and material fees for acceptance. Payment records the purchase; activation remains conditional on documented credential review, executed documents, provider permission and completed provisioning. Cima will confirm activation separately in writing.

4. Independent Relationship

This agreement governs Cima's own obligations. It does not make the customer an employee, agent, partner or joint venturer of Cima or the upstream provider. Neither party may bind the provider or represent an appointment that has not been granted. Work performed for Cima requires a separate role-appropriate services agreement.

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Payment, Authorization And Use

5. Price And Additional Charges

The selected entry price and every required renewal, setup, transaction, support, bank-related or other customer charge must be listed in Schedule A, including payee and trigger. An upstream cost is not automatically a customer fee. No undisclosed fee or automatic renewal is authorized by this template. Changes apply only as lawfully disclosed and agreed; the signed order is not rewritten by later website copy.

6. Approval And Provisioning

The customer must maintain the qualifications required for the selected role and supply verification through Cima's designated secure channel. Required provider training remains in the provider's authorized environment. Cima must confirm the authorized filing arrangement and support route. Neither a payment, a screenshot nor a website account proves approval.

7. Permitted Software Use

Use software only for authorized users, locations and activities stated in the final license. Do not share credentials, transfer or resell access without written authority, bypass controls, distribute provider materials or claim an EFIN has been purchased, rented or transferred. Confirm the Windows requirements for the offered edition before purchase. Any applicable exclusive-software or network-use requirement must be expressly described in the signed role schedule; this template does not waive it.

8. Refund If Cima Cannot Activate

If Cima cannot approve or provision the purchased package, Cima will refund the enrollment payment in full, without an unagreed administrative deduction. Cima must confirm the decision and repayment status. A WooCommerce refund entry alone does not return an offline transfer. Post-activation cancellation, voluntary withdrawal and any approved partial-service treatment must be specified in Schedule A before payment; no blanket nonrefundability is implied.

9. No Guaranteed Business Result

No refund amount, bank-product approval, customer volume, income, commission or payout calendar is guaranteed. A separate compensation schedule must define the authorized earning event, calculation, actual collections, deductions, payor, timing, reconciliation and disputes before compensation is offered.

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Care, Boundaries And Ending Service

10. Professional Responsibility And Support

The customer remains responsible for lawful preparation, review, filing authorization, qualifications and its own practice. Cima's business-readiness orientation is not tax-law instruction or CE. PTIN preparers use their assigned first contact; EROs use assigned ERO support; only authorized bureau representatives use the bureau line. Support hours, included work and escalation procedures belong in Schedule A.

11. Confidentiality And Data

Use confidential information only for the agreed service and share it only with authorized people who need it and are bound to protect it. Safeguard credentials and records; promptly report suspected loss, misuse or unauthorized access. Public information, information lawfully obtained without restriction, and demonstrably independent development are excluded to the extent applicable. Lawful disclosures, protected reporting and required record retention remain permitted. Follow a documented return/deletion process without destroying legally required records.

12. Intellectual Property And Marketing

No ownership, unrestricted sublicense or provider-trademark right is granted except an expressly authorized license. Do not republish proprietary courses, recordings, Handbooks or provider documentation. Before anyone creates work relating to the provider's services, complete the required rights/assignment schedule and obtain written treatment of pre-existing and independently developed assets. This agreement does not itself establish an IP carve-out. Obtain required marketing, vendor and network-promotion approvals before using the restricted material or promoting an outside service.

13. Suspension And Termination

Cima may pause access where necessary for security, missing credentials, unauthorized use or a provider restriction, and should explain the reason and remedial next step when legally permitted. Notice, cure periods, cancellation and service-end dates must be specified in Schedule A. Provider access can end separately; no perpetual access or automatic data migration is promised. Arrange lawful record access and continuity before a transition. Accrued payments, authorized confidentiality/IP duties and legally required retention continue as applicable.

14. Responsibility And Disputes

Each party remains responsible for its own acts. The upstream provider is not made liable for Cima's promises. The following page proposes limited risk-allocation terms for counsel review. Any governing-law, venue, employment or restrictive-covenant rider must be completed for the actual jurisdiction; no mandatory arbitration or class waiver is imposed by this draft. Preserve nonwaivable rights, truthful reviews and regulatory cooperation.

15. Order Of Documents

Applicable law and an accepted provider license govern their subject matter. Cima's completed order and signed role addendum govern its commercial promise; this core agreement supplies the remaining terms. If promised scope conflicts with provider authority, do not activate the conflict: resolve it in writing or apply the failure-to-activate refund. No secret or unavailable document is incorporated as customer assent.

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Risk Allocation & Electronic Records

Proposed Liability Allocation

Subject to applicable law, neither party is liable to the other for indirect or consequential loss, speculative profit, or lost opportunity arising from this agreement. For ordinary contract claims, each party's aggregate liability is limited to fees paid or payable for the affected Cima services during the twelve months before the event. This proposed limit does not reduce an expressly owed refund or payment, or apply to fraud, willful misconduct, gross negligence, unlawful disclosure of protected information, infringement/misappropriation, personal injury or any liability that cannot lawfully be limited. Counsel must assess this allocation for the actual role and governing law before adoption.

Proposed Third-Party Claim Protection

Each party will be responsible for third-party claims to the extent caused by its unlawful conduct, material breach or infringement through materials it supplies. The protected party must give prompt notice, permit a reasonable defense and cooperate; no settlement may admit fault or impose a nonmonetary obligation on the protected party without consent. This clause does not shift liability for that party's own fault or make Tax Branding Pro or the upstream provider responsible for Cima's promises. No unknown upstream indemnity is silently imposed on the customer.

Consent To Electronic Records

For the final approved agreement, offer the signer a choice to receive, review and sign electronically. Disclose the covered transaction and documents, how to request paper copies or withdraw electronic-delivery consent, and any charge before consent. Withdrawal does not invalidate an earlier completed signature; explain how remaining steps can be completed on paper. Use Rasheeda@cimatapro.com for requests and supply the mailing address before execution.

Access, Intent And Retention

Require a current browser, email access, a PDF reader and the ability to save or print documents. Ask the signer to open the actual version and confirm they can retain it. Collect separate affirmative intent to sign, the signer's name and authority, and any necessary verification. Provide the complete executed document and audit record afterward. Record each required signature and Cima countersignature; an order acknowledgment is not a substitute.

Prototype Boundary

The prototype may record a clearly labeled demo acknowledgment and its version/time for testing. It must not mark this review draft as legally executed, certify signer identity, or satisfy the live activation agreement check. Production signing needs the approved documents, completed schedules, verified delivery and tested signature-provider integration.

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Schedule A - Complete Before Signing

Parties And Notices

Customer legal name / authorized signer: _____

Customer email / business address: _____

Cima business mailing address: [TO BE SUPPLIED]

Cima service contact: Rasheeda@cimatapro.com | 832-298-8325

Agreed legal-notice method and addresses: _____

Order And Authorized Scope

Order ID / date / chosen role: _____

Provider / edition / license count / users / tax years: _____

Included Cima work / support hours / delivery target: _____

Required credentials / filing arrangement / provider approval reference: _____

Required training / approved vendor and software restrictions: _____

Term / renewal / change notice / termination and cure terms: _____

Complete Price And Cancellation Schedule

Entry price: _____ Required extra charges and payees: _____

Renewal amount, trigger and affirmative authorization: _____

Optional items, expressly selected: _____

Post-activation and voluntary cancellation/refund terms: _____

Applicable compensation schedule, if any: _____

No blanks may be interpreted as approval of an unknown fee.

Attachments And Required Riders

Selected role addendum / version: _____

Provider license and required policies delivered / version: _____

Privacy, payment/refund, IP and other applicable riders / version: _____

Preparer/employee restrictive-covenant and IP rider, if applicable: _____

Confirm applicable state-law review before assigning preparer work.

Execution - Final Completed Version Only

Customer authorized signature / printed name / title / date: _____

Cima authorized signature / printed name / title / date: _____

Electronic signature record/reference, if used: _____

The demo acknowledgment is not an electronic signature to this draft.