

Optima Tax Relief, LLC

3100 S Harbor Blvd, Suite 250

Santa Ana, CA 92704

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Client Services Agreement

PLEASE READ THE ENTIRE CONTRACT.

TO BE VALID, THE CONTRACT MUST BE COMPLETED IN FULL AND RETURNED TO Optima Tax Relief ("OTR").

1. Parties: This Tax Services Agreement is made and effective as of 07 / 31 / 2020 by and between Optima Tax Relief, LLC with its principal offices located at 3100 S. Harbor Blvd., Suite 250, Santa Ana, CA 92704 ("Optima Tax Relief," "OTR," or "Us") and Nicholas Mosby ("Client" or "You"). This Agreement is effective once OTR has received an executed Agreement AND the required first payment or down payment made by client is received by OTR.

2. Scope of Agreement: Client has hired Optima Tax Relief to initially conduct an Investigation of the Client's master file from the Internal Revenue Service and an analysis of financial information as provided by client in order to determine a final resolution plan.

Upon conclusion of the Investigation, OTR will prepare an addendum containing a final resolution plan with the IRS and/or state taxing authorities based on the options available to Client. OTR may also make recommendations respecting goods or services it can offer to assist Client in achieving and maintaining tax compliance, including but not limited to tax preparation, protection services, and financing of OTR products and services. Representation before a state taxing authority requires management's approval and is on a case-by-case basis. As a service for its clients, OTR is able to prepare state tax returns in all states for a nominal fee. Any state representation that OTR performs and associated fees will be noted in an addendum to this Agreement.

Client acknowledges that by executing this agreement, OTR will represent Client for services, as described above, before the Internal Revenue Services (IRS) and/or state taxing authorities. Any tax relief and/or resolution amount is based on current financial information and equity of Client's assets. The IRS may reject, accept or propose a counter offer on any submitted proposal.

DEFENDANT'S EXHIBIT NO. 225
CASE NO. LKG-22-CR-0007
(U.S. v. Marilyn J. Mosby)
IDENTIFICATION: _____
ADMITTED: _____

3. Optima Tax's Responsibilities:

3.1 OTR will take all steps needed to conduct an investigation, collectively, made up of the Client's master file from the Internal Revenue Service and an analysis of the financial information provided by the client. This investigation will be outlined in a Case Summary in order to determine a final tax resolution plan that will be based on the legal collection options allowed by the IRS.

3.2 Upon execution of a resolution addendum, OTR will prepare, submit, and negotiate with the IRS the final resolution plan arrived at by OTR's investigation as described. If additional services are later deemed necessary, a new addendum must be executed and additional fees may be required.

3.3 OTR will keep Client reasonably informed of progress in the pursuit of the Agreement's objectives, and will respond promptly to the Client's inquiries and communications. OTR agrees to update the Client regarding any and all correspondence and negotiations with taxing authorities on behalf of Client.

3.4 OTR will obtain prior written and/or verbal approval by Client prior to acceptance of any resolution plan.

3.5 OTR shall hold client's personal information in the strictest confidence, except as necessary in the course of OTR's performance of this Agreement. OTR utilizes an Intermediate Service Provider(s); Client authorizes OTR to disclose to an Intermediate Service Provider(s) and other third parties OTR utilizes any information concerning Client and/or Client's financial condition and status, including but not limited to income, debts, and assets as required to perform Agreement's objectives.

4. Client Responsibilities:

4.1 Client agrees to be truthful and cooperative, and to provide OTR with full and accurate disclosure of Client's financial condition.

4.2 Client agrees to notify OTR of any changes in Client's financial circumstances, marital status, contact information or any other information that is material to the outcome of Client's case within 10 days of the occurrence of such an appointment.

4.3 Client agrees to respond promptly (within 10 days) to all OTR's requests for information or documentation. Client agrees to return to OTR all IRS forms prepared by OTR, within five (5) business days, without any changes or alterations, unless Client expressly notifies OTR of those changes.

4.4 Client expressly agrees to make timely payments for services rendered by OTR as agreed upon in this Agreement. Client acknowledges that he/she is responsible for all fees charged by the IRS and or state taxing

authority for the filing and or acceptance of the appropriate tax remedy.

4.5 Client agrees to indemnify and hold harmless OTR from any and all liability, claims, actions, demands, proceedings, or damages, and all expenses related thereto, incurred as a result of any fraudulence, negligence, or acts or omission of Client or breach of Client's obligations under this Agreement. Unless otherwise agreed upon by OTR and Client, Client has not retained OTR for any services other than those identified above.

4.6 Client agrees to keep all contact information updated and to advise OTR immediately of any change in ownership or usage of any cellular phone number provided by Client to OTR. Client acknowledges and agrees that Client is authorized to receive calls at any number(s) provided to OTR by Client or anyone acting on Client's behalf.

4.7 Client agrees to waive any and all claims for special, direct, incidental, punitive or consequential damages against OTR. Client also agrees to indemnify OTR and its principals, agents and employees harmless from all claims and liability, incurred as a result of any fraudulence, negligence, or acts or omission made by Client that OTR relies upon. Unless otherwise agreed upon by OTR and Client, Client has not retained OTR for any services other than those identified in this Agreement.

5. Subcontractor Services: Client agrees that OTR may at its sole discretion contract other companies for any of the services Client has retained OTR to handle and subcontractor company may or may not be affiliated with OTR in some form or manner. Client expressly acknowledges that OTR is not a law firm and does not provide legal or investment advice. OTR's services do not include representation in connection with litigation in tax, federal or state court.

6. Fees: Client agrees to pay OTR an Investigation Fee in the amount of \$495 which is a non-refundable amount following the expiration of the cancellation period as described in Section 8.1.

OTR's services are based on fixed fees as described in this Agreement and/or the Services Addendum. Upon completion of Client's Investigation, Client will receive a Services Addendum describing the proposed tax services and a detailed fee listing, determined by various factors specific to each Client's situation that will include a payment schedule to continue services with OTR. As a result of OTR utilizing a fixed fee for proposed tax services, OTR will not be obligated to provide Client with a detailed accounting of time as it pertains to specific resolution services. All fees for services are deemed earned when paid, and Client's execution of a Services Addendum acknowledges his/her acceptance of payment of those fees.

Client agrees to pay all fees by automatic withdrawals each month either by direct withdrawal (ACH), credit or debit card, certified check, or US currency.

OTR's recommendation of services is based on the financial information Client provides to OTR. If circumstances change significantly or were omitted, OTR may revise its recommendations and additional fees may be required to proceed.

A returned check fee in the amount of \$25.00 will be charged to Client for a bounced check, a check returned for insufficient funds or declined debit or credit payment.

All modifications to Fee Schedule must be accompanied with a signed Draft Modification Request Form and received three (3) days prior to scheduled payment.

7. Withdrawal:

7.1. OTR or Client may withdraw from this Agreement by providing written notice. Client understands any request to terminate must be received by OTR at least three (3) days prior to any scheduled payment in order to stop such payment. OTR may at its sole discretion agree to accept verbal termination notice (over the phone or by email, subject to identity verification, among other things) from the Client.

7.2 OTR may terminate services and withdraw from representing Client if one of the following occurs:

- a. Client fails to provide OTR with requested documents or information within the specified timeframe.
- b. If Client acts contrary to OTR's advice.
- c. If Client fails to make timely payments as agreed to in this Agreement or the Services Addendum.
- d. OTR will immediately terminate services if any fact or circumstances is presented that would render OTR's work unlawful or unethical.
- e. OTR will immediately terminate services if the Client and/or co-Client becomes deceased during the course of OTR's services. In the event that OTR should terminate this Agreement due to the death of Client, OTR agrees to work in accordance with Section 8.2 to arrive at a mutually satisfactory refund, if applicable.
- f. In the event a conflict arises between Client and Co-Client during the time services are being provided and the Client and Co-Client refuse to executed a waiver of conflict, OTR may withdraw from providing any further services and will work in accordance with Section 8.2 to arrive at a mutually satisfactory refund, if applicable.
- g. If Client fails to meet any of Client's responsibilities set forth in Section 4 above, including but not limited to, failing to keep OTR updated on changes to contact information such as cellular phone numbers.

7.3 In the appointment of withdrawal or discharge of the Agreement, OTR and Client agree to sign any documents reasonably necessary to complete such actions.

7.4 Client's consent to receive automated calls and messages provided at Section 12 of this Agreement shall survive termination of this Agreement. Client's agreement to arbitrate disputes provided at Section 13 of this Agreement shall also survive termination of this Agreement.

8. Cancellation and Refund of Fees:

8.1 Client may cancel this Agreement without any penalty or obligation within fifteen (15) calendar days from the date of execution of this Agreement by submitting attached Notice of Cancellation form to OTR by either registered mail or email. Any payments made by Client under the contract will be returned within ten (10) business days following receipt by OTR of the Cancellation Notice.

8.2 Should Client cancel this Agreement after the allowable fifteen (15) days as described in Section 8.1, OTR will work with Client to arrive at a mutually satisfactory refund if applicable. All refund claims must be made within 30 days following termination or completion in writing to OTR.

8.3 Any refunds will be determined on a case by case basis at the discretion of OTR's management.

9. Disclaimer of Any Guarantee: OTR has made no guarantee or promises to Client about the outcome of Client's IRS or state taxing authority negotiations and nothing in this Agreement shall be construed as such a promise or guarantee of services. OTR makes no warranties or representations as to time to perform or complete services or to the outcome of the tax matters.

OTR does not make any guarantees or assurances that tax liens will not be filed by the IRS or state taxing authority, that OTR can prevent accrual interest or penalties on outstanding tax balance liabilities, or that any other collection actions will be avoided as OTR cannot control government policy, procedure or law changes, or lack of disclosure by the Client. In the event that the IRS or state taxing authority files a lien against the client, OTR will review all available lien removal options upon execution of a Services Addendum. Additionally, OTR does not make any guarantees or assurances that the IRS or state taxing authority will cease all communications with the Client upon execution of this Agreement. However the IRS is obligated to include OTR in any communications it has with OTR's clients who have provided a completed a Power of Attorney and it has been filed with the IRS.

As a result of tax laws and regulations changing frequently as well as the interpretation and application varying based on individual's specific facts and circumstances, OTR disclaims any responsibility for the accuracy or adequacy of any positions taken by the Client on their tax returns. If Client has questions

regarding specific accounting issues, industry or business circumstances as it pertains to Client's particular situation, OTR recommends contacting tax advisors familiar with Client's specific needs.

Client possesses the absolute right to accept or reject any settlement negotiated by OTR. Client understands that the IRS and/or state taxing authority determines the acceptability of any proposal and may reject, counter, or accept any proposal set forth.

10. Customer Feedback, Suggestions and Concerns:

Providing excellent customer service and quality assurance is of utmost concern for OTR and OTR has a designated department to address any issue a Client may have with its service offerings. Our customer care group can be reached by calling 800-965-3192 or by emailing customer care@optimataxrelief.com if Client would like to provide feedback, suggestions or concerns regarding OTR's services. OTR strongly encourages Clients to contact OTR prior to contacting a third party, and OTR will address Client's concerns in good faith and work to resolve any dispute.

11. Agreement to Do Business Electronically: By signing below, You are accepting and consenting to electronic delivery of this Agreement and all other notices or disclosures as set forth in this Agreement. You agree that Your electronic acceptance of this Agreement or Your electronic signature on or acceptance of any other agreement, contract, disclosure, etc. provided electronically is the legal equivalent of Your manual signature and by signing You agree to be legally bound by the terms and conditions herein or thereof, respectively.

For purposes of this section, "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information OTR provides to You or that You sign, submit, or agree to at Our request. Additionally, for purposes of this section, "Optima Tax Relief Product" means each and every account, product or service OTR offers, electronically or otherwise, that You apply for, own, use, administer or access, electronically or otherwise, either now or in the future.

Your consent covers all Communications relating to any Optima Tax Relief Product (including, but not limited to, legal and regulatory disclosures and communications associated with the product; periodic or monthly billing statements; notices or disclosures about a change in the terms of the product or associated payment feature; and privacy policies and notices) if You have affirmatively consented to receive such records electronically and You have not withdrawn such consent. You agree that by keeping our Privacy Policy available for review on www.optimataxrelief.com, OTR may satisfy Our obligation to provide You with an annual copy of Our Privacy Policy.

All Communications may be delivered to You in a variety of ways. All Communications may be provided to You in electronic form in any or all of the following ways: via electronic mail message ("email"); by access

to a website that OTR will designate in an email notice OTR sent to You at the time the information is available; or to the extent permissible by law, by access to a website that OTR will generally designate in advance for such purpose. OTR may always, in Our sole discretion, provide You with any Communication in writing, even if You have chosen to receive it electronically. Sometimes, the law, or Our agreement with You, requires You to give Us a written notice; You must still provide these notices to Us on paper, unless OTR specifically tells You in another Communication how You may deliver that notice to Us electronically.

OTR will not send You a paper copy of any Communications unless You request it or OTR otherwise deems it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing and/or downloading and saving it Yourself or by requesting that OTR mail You a paper copy. A Fee may be incurred for the paper copy unless charging a fee is prohibited by applicable law. To request a paper copy, contact Us at (800) 536-0734 or by emailing customer care@optimataxrelief.com. Please be sure to specify the document(s) You wish to receive and state Your request for a paper copy of the document(s).

You have the right to withdraw Your consent to receive/obtain electronic Communications at any time. Please be aware that withdrawal of Your consent may result in any or all of the following: the charging of higher or additional fees for Optima Tax Relief Products; the restriction or termination of Your access to and/or ability to use certain Optima Tax Relief Products, including the Client Profile on Optima Tax Relief's Client Portal; and/or the termination of Your relationship with Us. Any withdrawal of consent to receive electronic Communications will be effective only after Our receipt of Your withdrawal and a reasonable period of time to process it. To withdraw Your consent, You must email OTR at customer care@optimataxrelief.com and state that You wish to withdraw Your consent to electronic Communications.

It is Your responsibility to provide Us with true, accurate, and complete email address, contact, and other information related to this Agreement and Your Account(s), and to maintain and promptly update any changes in this information in one of the following ways; by logging onto Your Client Profile on Optima Tax Relief's Client Portal and selecting the account tab and selecting the email address or contact information You wish to change, or by contacting Customer Care at (800) 536-0734.

You accept all Communications provided by Optima Tax Relief in either electronic or paper format from Us to You as reasonable and proper notice for the purpose of any and all laws, rules, and regulations, and agree all such Communications satisfy any requirement that such communications be provided to you in writing or in a form that You may keep.

In order to access, view, and retain electronic Communications, You must have access to the following minimum requirements: one of the following browsers or later—Google Chrome 49+, Mozilla Firefox 46+,

Internet Explorer 11, Microsoft Edge 13+, Apple Safari 8+, Opera 27+, Opera Mini 5.0+; a connection to the Internet; a version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) that is currently supported by its publisher; and a computer and operating system capable of supporting all of the above. If You wish to print out and retain records on paper or store records electronically, You will also need a printer or electronic storage, respectively. You are responsible for installation, maintenance, and operation of Your computer, browser, software, printer, and electronic storage. By providing Your consent, You confirm that You have the hardware and software described above, You are able to access and retain any electronic notice(s)/record(s), and You have an active email account.

If Our hardware or software requirements change creating a material risk that You would not be able to access or retain electronic Communications, OTR will give You notice of the revised hardware or software requirements. Continuing to use electronic services after receiving notice of the change is reaffirmation of Your consent

12. Methods of Communication – Consent to be Contacted via ATDS, Prerecorded Message, and Text

Message: If Client, or anyone acting on Client’s behalf, provides—now or in the future—a phone number, including but not limited to a cellular phone number, Client expressly consents that OTR or its authorized agents, vendors, business partners, contractors, or affiliates may contact those numbers (including sending SMS text messages) using automated dialing equipment, prerecorded or artificial voice messages (including interactive voice recognition) and SMS text messages. Receipt of residential and cell phone calls (including text messages) may be subject to charges from Client’s service provider.

The scope of this consent includes any contact related to or arising out of this Agreement, the services OTR may perform, whether directly or through a service provider, and any tangential services or products—such as financing, tax preparation, or protection plan—whether offered by OTR or an affiliate, that OTR may believe is appropriate for Client to consider. The consent provided in this section survives termination of this Agreement. Client acknowledges that this consent can be withdrawn at any time, but only as set forth in this section. Client acknowledges that withdrawing consent may slow the handling of Client’s Resolution services.

To withdraw consent and permanently cease automated calls or messages from OTR to specific phone number(s), Client must notify OTR either in writing at stop@optimataxrelief.com or via call to (800) 536-0734. Client agrees that texting “STOP” in response to a message from OTR or following the opt-out instructions contained in a prerecorded message from OTR will only serve to stop automated text messages or prerecorded calls, respectively, on the specific topic addressed in that text or call. OTR may continue to contact Client regarding products or services using automated text or call method(s) that Client has not opted out of, consistent with Client’s pre-existing consent. Client agrees that asking an OTR agent to stop calling

or texting Client will be interpreted narrowly to pertain solely to the method(s) and/or type(s) of contact Client wishes to stop—such as transactional prerecorded messages, marketing text messages, or all text messages—unless Client changes contact preferences in accordance with this section.

Client agrees that OTR may monitor and record telephone conversations between Client and OTR. Client also agrees that OTR may leave a message at any number Client, or someone acting on Client's behalf, provides to OTR as Client's home or cell phone number.

OTR may utilize regular mail, email, facsimile or other reasonable means of contact to advise about OTR's services, including case updates, customer service-related notifications, or other matters, such as marketing messages, that may be of interest to Client.

13. Arbitration of Dispute: TO THE EXTENT ALLOWED BY LAW, OTR AND CLIENT EACH AGREE THAT THEY MAY ONLY BRING CLAIMS AGAINST THE OTHER IN HIS/HER OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF ON A CLASSWIDE BASIS. FURTHER OTR AND CLIENT WAIVE ANY RIGHT TO TRIAL BY A JURY IN ANY LAWSUIT, OR OTHER SIMILAR PROCEEDING.

(a) IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, AND ANY CONTROVERSY, CLAIM OR DISPUTE ARISING PRIOR TO THIS AGREEMENT OR AFTER ITS TERMINATION ARISING OUT OF OR IN ANYWAY RELATED TO PHONE CALLS OR OTHER ATTEMPTED CONTACT, SHALL BE SOLELY DETERMINED BY BINDING ARBITRATION IN ORANGE COUNTY, CALIFORNIA, OR IN THE COUNTY IN WHICH CLIENT RESIDES, IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA FOR AGREEMENTS TO BE MADE AND TO BE PERFORMED IN CALIFORNIA, OR UNDER THE LAWS OF THE STATE IN WHICH THE CLIENT RESIDES FOR ANY OTHER AGREEMENTS.

(b) ANY CLAIMANT UNDER THIS ARBITRATION AGREEMENT MUST FIRST SUBMIT TO THE OTHER PARTY A WRITTEN NOTICE OF THE CLAIMANT'S CLAIM AGAINST OR DISPUTE WITH THE OTHER PARTY. SUCH NOTICE MUST INCLUDE AN EXPLANATION OF THE CLAIM AND A STATEMENT OF THE CLAIMANT'S REQUEST FOR RESOLUTION. THE PARTY RECEIVING THE CLAIM OR DISPUTE SHALL THEN BE ENTITLED TO A PERIOD OF SIXTY (60) DAYS TO CURE SUCH CLAIM OR DISPUTE. IF THE PARTIES ARE UNABLE TO RESOLVE THE CLAIM OR DISPUTE WITHIN SUCH 60-DAY PERIOD, THEN THE CLAIM OR DISPUTE SHALL BE SOLELY

RESOLVED BY BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR. PRIOR TO THE CLAIMANT COMMENCING ARBITRATION, THE PARTIES SHALL MUTUALLY AGREE UPON THE ARBITRAL INSTITUTION THAT WILL ADMINISTER THE ARBITRATION. IN THE EVENT THAT NO ARBITRAL INSTITUTION CAN BE AGREED UPON, THEN THE PARTIES AGREE TO USE JAMS. THE ARBITRATION SHALL BE ADMINISTERED PURSUANT TO THE MUTUALLY AGREED ARBITRAL INSTITUTION'S RULE AND PROCEDURES AND A SINGLE ARBITRATOR WILL BE SELECTED THEREFROM.

(c) THE ARBITRATOR SHALL BE NEUTRAL AND INDEPENDENT, LICENSED TO PRACTICE LAW IN THE JURISDICTION WHERE THE ARBITRATION IS TAKING PLACE AND SHALL COMPLY WITH THE ARBITRAL INSTITUTION'S CODE OF ETHICS AND HAVE EXPERIENCE IN THE SUBJECT MATTER OF THE DISPUTE. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT ANY REMEDY OR RELIEF THAT THE ARBITRATOR DEEMS JUST AND EQUITABLE AND WITHIN THE SCOPE OF THE AGREEMENT OF THE PARTIES PROVIDED IT IS INDIVIDUAL IN NATURE. THE ARBITRATOR SHALL ISSUE A REASONED AWARD FOLLOWING APPLICABLE LAW AND SUCH AWARD SHALL BE FINAL AND SHALL NOT BE SUBJECT TO VACATION OR MODIFICATION. THE AWARD AND THE RECORD IN ARBITRATION SHALL BE CONFIDENTIAL, EXCEPT THAT JUDGMENT ON THE AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES. IF EITHER PARTY FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE PREVAILING PARTY MAY PETITION THE CIRCUIT COURT FOR ENFORCEMENT. THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDINGS. TO THE EXTENT PERMITTED BY LAW, THE PARTIES SHALL BEAR THE COST OF ARBITRATION INCLUDING, ATTORNEY'S FEES, SEPARATELY. IF THE ARBITRATOR DETERMINES THAT A PARTY HAS GENERALLY PREVAILED IN THE ARBITRATION PROCEEDING, THEN THE ARBITRATOR SHALL AWARD TO THAT PARTY ITS REASONABLE ATTORNEY'S FEES AND LEGAL COSTS. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION OR UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT, INCLUDING REASONABLE ATTORNEY'S FEE FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD. THIS SECTION 13 AND THE REQUIREMENT TO ARBITRATE SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

(d) SHOULD ANY PROVISION OF THIS ARBITRATION AGREEMENT—EXCEPTING THE REQUIREMENT THAT ARBITRATION PROCEED ON AN INDIVIDUAL BASIS ONLY—BE DEEMED UNENFORCEABLE, IT SHALL BE DEEMED SEVERABLE AND THE REMAINDER OF THE ARBITRATION AGREEMENT SHALL BE ENFORCED.

14. Termination or Conclusion of Agreement: Upon the termination or conclusion of OTR's services, all unpaid charges for services rendered and costs incurred through the termination or conclusion date become immediately due and payable.

OTR will deliver to Client its file at or after the termination or conclusion of OTR's services. However, OTR reserves the right to keep any Proprietary Information internally developed and generated in the course of performing its services on behalf of the Client. "Proprietary Information" means any internal communication, memoranda, notes, opinions, documents or processes that OTR developed while performing its services on behalf of the Client that are important in revising, furthering, or the development of our service procedures. Proprietary Information does not include documents provided by the Client at the request of OTR or documents sent by the IRS to OTR or related paperwork executed during the course of its representation of the Client.

The provisions of Sections 12 and 13 survive termination of this Agreement.

15. Miscellaneous:

15.1 Except as otherwise expressly provided herein, this Agreement is governed by the laws of the State of California, without regard to the conflict of laws rules of that state.

15.2 This written Agreement constitutes the full and complete Agreement between Client and OTR and supersedes any and all prior written or oral agreements between OTR and Client. Except as otherwise expressly provided herein, if any portion of this Agreement is held to be unenforceable, the remaining portions shall not be affected and will remain in full force and effect.

15.3 Except as otherwise expressly provided herein, no amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the Parties hereto, provided, however, that OTR may change any term of this Agreement, or add any additional term by providing Client with fifteen (15) days advance written notice of such change.

I represent that I have read, understand and agree to be bound by the terms of this Agreement in its entirety, including Agreement to do Business Electronically; Consent to be Contacted via ATDS, Prerecorded Message, and Text Message; Cancellation and Refund of Fees; and Arbitration of Dispute . I acknowledge that this Agreement has been explained to my full satisfaction and that I have no unanswered questions about the Agreement.

Nicholas Mosby



07 / 31 / 2020

Client Name

Client Signature

Date

You may cancel this Agreement at any time prior to midnight of the fifteen calendar day after the last date set forth in Section 1 above, as described in the attached Notice of Cancellation form.

Privacy Policy Disclosure

Optima Tax Relief recognizes that Your financial information is personal and we only use and share information about You to perform our obligations pursuant to this Agreement, and for related purposes or as permitted or required by law. Please notify Us immediately of any erroneous information and we will work to correct immediately. Federal law may entitle consumers the right to limit some but not all sharing of personal information. Types of personal information we collect and share will depend on the service You have with Us but may include and are not limited to: social security number and employment information, credit information, account balances. We are also careful to protect the security of Your information from third parties and unauthorized employees. Please call Us directly at (800) 536-0734 regarding any privacy concerns or please visit our website www.optimataxrelief.com for a complete copy of our privacy policy.

NOTICE OF CANCELLATION

(Only complete this form if You wish to cancel)

Date of Transaction: 07 / 31 / 2020

You may cancel this transaction, without any penalty or obligation, within fifteen (15) calendar days from the above date. If you elect to cancel, any payments made by You under the contract will be returned within ten (10) business days following receipt by Optima Tax Relief of this cancellation notice. If you cancel this agreement at any time later, we are not required to refund fees You have paid Us as further described in Section 8 of the agreement.

If You would like to provide feedback, suggestions or voice concerns regarding Optima Tax Relief's services, we encourage You to contact our customer care group at (800) 965-3192 or by emailing customer care@optimataxrelief.com. Providing excellent customer service and quality assurance is a top priority of Optima Tax Relief, and our customer care group aims to resolve any disputes in a timely manner.

To cancel this transaction, please deliver this notice, signed and dated, via certified mail or overnight courier to:

Optima Tax Relief
Attention: CANCELLATIONS
3100 S. Harbor Blvd., Suite 250
Santa Ana, CA 92704

You may also deliver this notice to Optima Tax Relief via email, with read receipt to cancellations@optimataxrelief.com, no later than midnight on the fifteen (15) calendar day from the date of transaction listed above.

I hereby cancel this Transaction.

Client Name

Client Signature

Date