

IRREVOCABLE POWER OF ATTORNEY

GST/HST: 3.90

Tax Year: 2020

GST/HST #: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS THAT I;

[REDACTED] of [REDACTED] ("Taxpayer")
[REDACTED] D/B/A/ Liberty Tax Service
(Discounter)

hereby irrevocably makes, Liberty Tax Service
constitutes and appoints, Liberty Tax Service
his true and lawful attorney for him and in his name, place and stead to do any or all of the following:

- (a) receive all monies (the Refund) owing or to become owing, (including any monetary obligation of Her Majesty the Queen arising out of the Income Tax Act (Canada) or like enactments of any Canadian Jurisdiction) to Taxpayer by Her Majesty in right of Canada in respect of the Taxation Year noted above.
- (b) open any mail received from CRA and reply thereto;
- (c) endorse and negotiate any Refund cheque or cheques received from CRA; and deposit such cheque or cheques to the bank account of my said attorney (or its substitute or substitutes as hereinafter provided for);
- (d) contest, settle and appeal any assessments and re-assessments made by CRA;

For each of the above purposes, Taxpayer gives Liberty Tax Service full and absolute power and authority to do and execute all acts, deeds, matters, and things necessary to be done in and about the premises, and Taxpayer agrees to ratify and confirm all that Liberty Tax Service shall lawfully do or cause to be done by virtue hereof and to indemnify and save it harmless from and against any and all damages, liabilities, costs and expenses whatsoever (including legal fees) incurred by reason of the lawful exercise of these presents; and
Taxpayer declares that this power of attorney cancels and revokes any previous powers of attorney granted regarding the same subject matter.

TAX REFUND PURCHASE AGREEMENT

The Taxpayer offers to sell to discounter all as permitted under the Tax Rebate Discounting Act ("the Act"), the expected income tax refund ("Expected Refund") due to the Taxpayer for the taxation year upon the following terms and conditions:

1. Discounter will prepare the Taxpayer's Income Tax Return ("Tax Return") for the taxation year based on the information provided by the Taxpayer.
2. The Taxpayer represents and warrants that:
 - (a) all information supplied to Discounter is true, accurate and complete and discloses all income and revenue of the Taxpayer, of whatsoever kind, for the said tax year,
 - (b) the Taxpayer has filed all tax returns required for prior years, and that there are not taxes owing or assessments pending in respect thereof,
 - (c) the full amount of the Expected Refund is payable by CRA,
 - (d) the Taxpayer is of full legal age,
 - (e) the Taxpayer is not undischarged bankrupt,
 - (f) the Taxpayer has not filed, or caused to be filed, an individual tax return in respect of the Taxation Year.

and agrees that all information supplied and warranties, representations and covenants given have been supplied or given for the purpose of inducing Discounter to enter into this Agreement.

3. The Taxpayer shall pay to the discounter the applicable GST/HST tax payable by the Taxpayer in respect of the purchase of the refund, such amount shall be set off against monies payable by the discounter pursuant to paragraph 5 of the Tax Refund Purchase Agreement.

There are additional terms and Conditions to the Tax Refund Purchase Agreement on the reverse side hereof. They are important. Read them before signing.

Executed at [REDACTED] this [REDACTED] day of 20 [REDACTED]

Liberty Tax Service

address: [REDACTED]

Per: [REDACTED]

Liberty Tax Service

CLIENT COPY

4. The Taxpayer:
 - (a) authorizes Discounter, in its sole discretion and to the extent it deems necessary, to verify the information supplied by the Taxpayer with any person, including CRA, Human Resources Canada, credit agencies, the Taxpayer's employer(s), the Discounter association information exchanges and all other sources of the income and revenue for the Taxpayer;
 - (b) grants to Discounter full access to and the right to review and have copies of any and all information of or relating to the Taxpayer including all CRA's files and records relating to the Taxpayer for all past, present and future years; these rights remain in full force and effect until they are revoked in writing by the taxpayer.
 - (c) grants to Discounter authority to act on behalf of the Taxpayer in matters concerning past, present and future years; these rights remain in full force and effect until they are revoked in writing by the taxpayer.
5. Discounter upon verification of information supplied by the Taxpayer and completion of the Tax Return by Discounter shall pay to the Taxpayer the amount of the Expected Refund, less the discount as calculated in RC71 and which discount includes the fee for preparation of the Tax Return.
6. The Taxpayer covenants and agrees:
 - (a) not to do or omit to do, or cause to be done or omitted to be done, any act or thing which would prevent or impede the timely payment of the actual refund ("Actual Refund") by CRA and its delivery to the address required by Discounter;
 - (b) to do all things necessary or required by Discounter to assist Discounter in obtaining the Actual Refund including, without limitation, by immediately supplying all information and answering all inquiries from CRA;
 - (c) to immediately inform Discounter of any change in the Taxpayer's residence or mailing address;
 - (d) to pay to Discounter, ON DEMAND, after the Interest Start Date,
 - (i) the amount of the Expected Refund in the event that no refund is received, or
 - (ii) an amount equal to the discounted difference between the Actual Refund and the Expected Refund, if the Actual Refund is less than the Expected Refund,together with interest thereon at an annual rate equal to 2% above the Prime Lending Rate as hereinafter defined calculated monthly from the earlier of the date the Actual Refund is received by Discounter or the date of issue of the Notice of Assessment ("Interest Start Date") and payable to the date of payment in full.
7. "Prime Lending Rate" means that rate per annum utilized and announced by The Royal Bank of Canada from time to time as a reference rate for determination of the annual interest rate which the said Bank shall charge its domestic commercial customers for Canadian Dollar demand loans.
8. Upon receipt of the Actual Refund the amount thereof shall be applied as partial payment against the balance outstanding. In the event that the Actual Refund exceeds the Expected Refund, the difference shall be paid to the Taxpayer, as required under the Act. Notwithstanding anything else herein contained, in the event that the Actual Refund is equal to or greater than the Expected Refund, the Taxpayer has no liability whatsoever under this agreement.
9. In the event that the Actual Refund received by Discounter is less than the Expected Refund, or in the event that no refund is received, Discounter may, at its option, exercise its right to obtain judgement for any sums due under paragraph 6(d) above including all costs of obtaining and enforcing such judgement.
10. Where, pursuant to this Agreement, any monies owing to Discounter are obtained or received by or on behalf of the Taxpayer, such monies shall be deemed to be funds held in trust by the Taxpayer for Discounter.
11. This offer remains open for acceptance until revoked in writing by the Taxpayer and shall be deemed not accepted by Discounter (notwithstanding Discounter's signature hereto) until Discounter actually pays to the Taxpayer the amount of the purchase price as calculated pursuant to paragraph 6 hereof -- at which time this offer shall become a binding agreement of purchase and sale.
12. The Discounter at its option shall be permitted to assign, transfer or set over to a substitute this tax refund purchase agreement.
13. The Taxpayer authorizes the Discounter to place a change of address with CRA, directing mail to the Discounter's place of business.
14. The Taxpayer acknowledges and agrees that the Taxpayer has read and understands this Agreement, and has received a copy thereof.

Liberty Tax Service

February [REDACTED], 2021

Dear [REDACTED]

We have prepared your 2020 personal Income Tax and Benefit Return and will transmit it to the Canada Revenue Agency (CRA) electronically using the EFILE system once you sign the enclosed T183 EFILE authorization form and return it to us. **Your return must be transmitted on or before April 30, 2021.** The enclosed copy is for your records.

Your federal tax return shows a refund of [REDACTED]

Your return has been prepared based on the information you provided. Keep all information slips, receipts, and other documents for six years, in case the CRA asks to see them.

In the unlikely event that you receive any new information slips that show unreported income, please ask us to adjust your tax return as soon as possible, to minimize any penalties and interest. After the first omission, income not reported by you may be subject to a 20% penalty, even if no extra tax is due.

No foreign property

We confirm that you did not hold foreign property at any time in 2020 with a cost greater than \$100,000 CAD. If you did hold foreign property with a cost greater than \$100,000 CAD, please notify our office immediately, as failure to disclose this information could result in a penalty.

Principal residence reporting

We confirm that you did not sell your principal residence during 2020. All taxpayers who sell their home must report the sale on their tax return, even if it was their principal residence for the whole time they owned it. If you sold your home in 2020, please notify our office immediately, for failure to disclose this information could result in a penalty.

Canada Training Credit

Your Canada Training Credit limit for 2021 is \$[REDACTED]. If you pay eligible tuition fees during 2021, you can apply this credit to reduce your tax owing on next year's tax return. When you receive your notice of assessment from the CRA, please compare this amount to what is reported by the CRA and notify us if there is a difference.

RRSP deduction limit

According to our records, your RRSP deduction limit for 2021 is \$[REDACTED]. When you receive your notice of assessment from the CRA, please compare this amount to what is reported by the CRA and notify us if there is a difference.

Climate Action Incentive (CAI)

You are eligible to receive the Climate Action Incentive (CAI). This refundable tax credit is designed to return the proceeds from the fuel charge to residents of the provinces who use the federal system of carbon pollution pricing. We have calculated you will receive credit of \$[REDACTED].

Notice of assessment

If you wish to create an account on the CRA's website (www.canada.ca/en/revenue-agency.html)—or if you already have one—you may sign in to view and print your notice of assessment once it becomes available.

If the CRA assesses your return incorrectly and you need help fixing it, please contact our office right away, since the time available to formally object to your assessment is limited.

If you have any questions about your income tax return, please call us at [REDACTED] or email us at [REDACTED]

Sincerely,

Liberty Tax Service