

## ARBITRATION IF A DISPUTE ARISES BETWEEN YOU AND VISIONQWEST ACCOUNTANCY GROUP

If a dispute arises between you and VisionQwest Accountancy Group, the dispute shall be settled through binding individual arbitration unless you opt-out of this arbitration provision using the process explained in bold type below. This alternative to traditional lawsuits may cost you only \$5 to have your dispute with VisionQwest Accountancy Group decided by a third party. This third party, known as the Arbitrator, is empowered to settle the matter with the same set of remedies available in court including compensatory, statutory, and punitive damages, injunctive and other equitable relief, and attorneys' fees and costs. However, you agree to waive your rights to sue VisionQwest Accountancy Group in court before a judge and jury, and to waive any right to participate in any "class action" lawsuit regarding any issue that could otherwise be settled by arbitration.

In addition, you specifically agree to waive any right to any "class action" arbitration. As used in this arbitration provision, "VisionQwest Accountancy Group" shall also include the officers, directors, agents and employees of the respective VisionQwest Resource Group companies referenced under the section entitled "Welcome to VisionQwest Accountancy Group." If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Provision; except that in the event that the waiver of class action rights is deemed invalid or unenforceable, any claim seeking relief on behalf of a class must be brought in a court of proper jurisdiction and not in arbitration.

**Right to Opt-Out of This Arbitration Provision: VisionQwest Accountancy Group does not require you to accept arbitration even though you must sign this Client Service Agreement (CSA) to receive service from us today. You may opt-out (reject) arbitration within the first 30 days after you sign this CSA by visiting our website at [www.vqrginc.com/optout](http://www.vqrginc.com/optout) (if you provide an email address, you will receive an immediate confirmation) or by sending a signed letter to VisionQwest Accountancy Group, Arbitration Opt-Out, 500 N Central, Suite 740, Glendale, CA 91203. The letter you send us should include your printed name, Social Security Number of yourself and joint filer, if any, the most recent date you were served by VisionQwest Accountancy Group, whether or not you want a written confirmation and the words "Reject Arbitration," Your electronic or written opt-out letter will override your signature below regarding arbitration but no other provision of this document.**

**How Arbitration Works.** If you have a complaint against VisionQwest Accountancy Group that you have been unable to solve by bringing it to the attention of the office that served you, you may contact the American Arbitration Association (AAA) at 1633 Broadway, Floor 10, New York, NY 10019. AAA will appoint a neutral practicing attorney with more than ten years of relevant legal experience to hear your side and VisionQwest Accountancy Group side of the issue, and make a decision that is binding on both you and VisionQwest Accountancy Group. The American Arbitration Association's rules of arbitration are available by mail from AAA or on the internet at [www.adr.org](http://www.adr.org). **Arbitration Costs.** You will be asked to pay a \$5 fee, and VisionQwest Accountancy will pay all other filing, administrative hearing and miscellaneous arbitration expenses up to \$1,500. VisionQwest Accountancy Group may consider paying arbitration costs that exceed \$1,500 but only if you win the arbitration.

**Other Arbitration Terms & Information.** Your arbitration will take place in the federal judicial district where you live. The Arbitrator's award will be final and not-subject to appeal except as permitted by the Federal Arbitration Act. Except as required by law, neither you nor VisionQwest Accountancy Group nor the Arbitrator may disclose the existence, content or results of your arbitration without prior written consent from the other two parties.

**Note.** This arbitration provision will not apply to any claims relating to the Tax Preparation Services, the subject matter of which is currently being asserted in any certified class action lawsuit that may or may not be pending against VisionQwest Accountancy Group.

**Note.** If you apply or a RAL or RAC in a state that prohibits arbitration or class action waivers for RAL or RAC related claims, this provision will not apply to claims relating to your RAL or RAC transaction.

**Note.** If you are a Covered Borrower, as that term is defined in 32 C.F.R, Part 232.3, this provision will not apply to claims relating to your RAL transaction.

My/our signature(s) below confirms that I/we understand and voluntarily agree to the terms of the Arbitration Provision described above, as well as all other terms, condition and disclosures presented in this tax preparation agreement.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's Signature (required only if MFJ status  
And spouse is present)

\_\_\_\_\_  
Date

\_\_\_\_\_  
VisionQwest Accountancy Group Representative  
(as witness)

\_\_\_\_\_  
Date