ROSS & ASSOCIATES®
TAX OFFICE
YOUR VIRTUAL/MOBILE TAX PREPARATION EXPERTS

MAIN 725-324-7787 | VIP 725-353-8293
info@rossandassociates-taxoffice.com
app.rossandassociates-taxoffice.com

Audit Pro Assistance Agreement

Agreement terms and service information

Read the agreement and complete the applicable information before signing. Retain a copy for your records.
Contact our office with questions about the selected service, coverage or charges.

Taxpayer / affiliate full name

Tax year / effective date

Joint taxpayer / additional affiliate, if applicable

Service (IRS) audit. Audit Pro Service will provide the Customer/Taxpayer (herein referred to as “Customer”) with a licensed Enrolled Agent or C.PA who will personally assist you in the resolution of your case. We will work with the Customer in every phase of Customer’s audit and we will work to protect Customer’s rights under the Federal Tax Code, as more specifically itemized below. APA’s primary objective is to resolve to Customers satisfaction, any items covered in the scope of the audit and to eliminate or reduce any increases in Customers tax liability. Under qualified circumstances, this agreement will also provide for reimbursement of certain assessed penalties and interest up to $1,500.00** (Please see section on reimbursement policy).

WHAT’S INCLUDED 1. 36 months of protection on each covered return 2. Assistance from an Enrolled Agent or CPA during the audit process. Specifically, this assistance includes: a. Explanations of Customers claim rights and options available under this agreement. b. Complete review of all IRS correspondence or notices. c. Help with document organization and presentation. d. Compiling any letters or communication necessary to respond to IRS requests. e. Direct communication (by email or telephone) with any IRS representative assigned to customer audit. 3. Coverage for Federal tax returns with all major forms including Schedule C, E, and F. 4. Reimbursement of certain assessed penalties and interest up to $1,500** (Please see section on reimbursement policy) 5. APA’s 100% Money Back Guarantee – If at any time during APA’s assistance with an audit, Customer is not satisfied with the audit assistance being provided, APA will refund the Customers enrollment fee.

WHAT’S EXCLUDED 1. Returns excluded from coverage: a. Corporate or partnership returns (Forms 1120, 1120S, 1065) b. Trust, estate, gift tax or franchise returns c. State or local returns d. Amended returns e. Non-resident federal returns f. Returns containing items or positions disallowed by the IRS g. Additional appeals once an examination has been closed 2. Any returns containing Schedule C, E, or F with gross receipts exceeding $100,000. 3. Criminal Investigation Audits-Audits for returns that have been or are currently being investigated for IRS or any other criminal investigations. 4. Audits that cover any period preceding the date of coverage for this agreement.

LIMITATIONS 1. Agreement does not include face to face consultations or an APA representative physically being present at any audit sessions or meetings. 2. Agreement only covers the return for the tax year of purchase and does not cover any other tax year or previously files return. 3. Return must be timely filed (including extensions) 4. Coverage period ends 36 months after purchase date 5. APA does not guarantee favorable results or outcomes related to any audit. 6. APA does not cover or assist with returns not accepted by the IRS.

7. Coverage does not provide any legal representation or legal advice as part of this agreement. 8. Coverage does not

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include any face-to-face audit representation or appeals in any court of law. 9. Coverage does not include audit reconsiderations or offers in compromise. 10. Coverage does not include responding to notices or correspondence from audits not covered under this Agreement. 11. Coverage does not include assistance with collection notices. Collection noticed from the IRS is not considered audits or inquiry notices and are thereby excluded. 12. Coverage does not include compiling records, receipts, journals, reconciling bank records, or any other related clerical tasks. 13. Coverage will be rendered null and void if it is determined that any of the following items or actions have occurred: a. Incomplete, incorrect or fraudulent information knowingly provided by Customer or Customer's representatives to the return preparer for the preparation of the return. b. Incomplete, incorrect or fraudulent information filed by the return preparer either with or without the Customers knowledge or consent. c. Customer's failure to provide any and all records or data requested by either the IRS or APA within the thirty-day period following the date of the claim. d. Customer taking a position on the return that is unrealistic, unsupported or that is in direct conflict with tax laws or IRS guidelines. e. Any failure to disclose material facts by either the Return Preparer or Customer that are pertinent to the audit. f. The tax preparer or taxpayer did not comply with the Due Diligence Requirements as set forth on Form 8867; or g. Customer does not notify APA in writing within fifteen (15) days of the receipt of IRS correspondence or notification.

CLAIMS PROCESS 1. Upon receiving any IRS notice or correspondence, Customer shall notify APA immediately, but in no event later than 15 days following receipt of IRS notice or correspondence. Customer's failure to timely response could impact the resolution of Customers audit and void the coverage provided in this Agreement. 2. Customer shall provide APA with copies of all IRS notices or correspondence related to the audit or assessment by fax, email, or standard mail to the address provided at the bottom of this agreement. 3. Customer shall provide APA with a Form 2848 Power of Attorney; Customer can request that the IRS agent speak to APA directly as Customer's representative. 4. Upon review, an APA representative will be assigned to the Customer's case and will communicate with the Customer. The scope and details of the audit and the steps necessary to resolve it. APA will explain Customers rights as a taxpayer and APA will develop a strategy for the best possible outcome. 5. Based on this review, Customer's assigned representative will provide Customer with list of documents that will be required in order to favorably support Customers claim. If one or more of these documents are not available, APA will suggest alternative documents or data that may be accepted in the absence of the requested documents. 6. APA will assist Customer in collecting and organizing these documents and presenting them to the IRS on Customers behalf. APA will continue to consult with Customer throughout the entire process until the audit is closed. 7. If required, APA may, in its sole discretion, provide a licensed tax professional to accompany Customer or attend the audit in Customer's place. This would result in an additional charge of $150 per hour plus travel costs that will be the sole responsibility of the Customer.

A customer's failure to comply with requests or instructions from the IRS or its representatives during the assessment or audit may result in a negative or adverse decision. Customer's failure to comply with actions recommended by APA's representative may also negatively impact the outcome as well. APA will not be held responsible in either scenario or reserves the right to terminate this agreement if Customer does not comply with all such requests or instructions from the IRS, its representatives or APA.

REIMBURSEMENT POLICY GUIDELINES Reimbursement for any assessed interest and penalties will be determined on an individual case basis at APA's sole discretion. These reimbursements will be determined by APA's underwriting department and are subject to any and all limitations and exclusions as outlined in this Agreement. Any disputed item for

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which Customer fails to produce the proper valid documents as required by the IRS to support the items in question shall not be eligible for reimbursement. It will be up to the assigned APA representative to determine the validity of the supporting documents prior to submission to the IRS. Reimbursements will be made provided that all criteria outlined in this Agreement are satisfied and only after all tax obligations have been paid in full to the IRS. All reimbursements will be assessed on an individual line-item basis. No reimbursement will be given on any return that is found to contain incomplete, inaccurate, or fraudulent information or that is in direct conflict with IRS tax laws or code.

INDEMNIFICATION Customer shall indemnify, hold harmless and reimburse APA, its affiliates, and their officers, directors, and employees, for all costs, including without limitation, attorney fees, judgments, penalties, and other direct expenses and payments in settlement or disposition of or in connection with, any claims, disputes or litigations arising out of the actual or alleged breach by User of its duties and obligations under this agreement. Customer may retain, in Customer's sole discretion, attorneys of Customers own selection to represent Customer at Customers own expense. Customer shall direct the defense of the claim, provided, however, that said Customer does not compromise or settle any claim or action without prior approval from APA. If APA is named a party to any action or proceeding by retaining attorneys of APA's own selection to represent it at Customers reasonable expense, provided, however, APA shall not compromise or settle any such claim or action without prior approval from Customer.

Call us at 725.324.7787 or email us at APA@rossandassociatesmbsp.com for more information Address for Notices: 3172 N. Rainbow Blvd PMB 34263 Las Vegas, NV 89108 *The Signature and date on this Service Agreement signify that the tax preparer has explained Audit Pro services to the taxpayer, the taxpayer agrees to the APA Terms, and the taxpayer has chosen to purchase APA. It is the responsibility of the preparer to furnish each taxpayer that purchases APA with a copy of the Audit Pro Service Agreement.

Execution - complete only after terms are confirmed

Printed name - signer 1

Printed name - signer 2

Signer 1 signature - signing area only

Date signed

Signer 2 signature - signing area only

Date signed