

## **Whitewater Group Audit Protection Plan - Terms of Service**

The Whitewater Group Audit Protection Plan will provide audit defense services listed below for your 2021 1040 income tax return.

### **WHAT CERTAIN TERMS MEAN**

- "Audit" means any IRS or State review, examination, investigation or verification of the information on your 2021 1040 income tax return.
- "Notice" is any IRS or State communication, whether written, telephonic or electronic, indicating that one of the income tax authorities is questioning an item on your return.
- "Tax Identity Theft" is any IRS written communication indicating that the IRS cannot process your income tax return because one has already been filed in your name, unbeknownst to you.
- Acceptance Date: the date from which your Audit Protection Plan goes into effect.
- Statute of Limitations: is the term describing the period of time during which the IRS or State can Audit Your 2021 income tax return; for the IRS this is generally three years from the date of filing or the due date (typically four years for States), whichever is later.
- The Period of Coverage begins on the Acceptance Date and ends with the expiration of the normal Statute of Limitations.
- Refund/Rescission Period is the thirty (30) calendar day period commencing on the date of initial purchase during which you may cancel your Plan for a refund of your purchase price. Thereafter, your plan is irrevocably in force, and has been in force for thirty (30) days, during and after which you are entitled to audit protection services. After the Refund/Rescission Period the amount you paid for your Audit Protection Plan is deemed fully earned by us and is non-refundable.
- Items Needed refers to the information that we need from you to be able to represent you in the event you receive a Notice and consists of: i) the IRS or State Notice; ii) a completed and signed IRS Form 2848 Power of Attorney and/or IRS Form 8821 Tax Information Authorization.

### **CONFIDENTIALITY**

As an Audit Protection Plan purchaser, your name, address, and any other personal information will not be disclosed or sold to any persons or firms. Only our staff will have access to your tax information.

### **WHITEWATER GROUP AUDIT PROTECTION PLAN BENEFITS**

Our CPAs, IRS Enrolled Agents, Annual Filing Season Program (AFSP) practitioners and if necessary, tax attorneys, will professionally represent you in an audit of your 2021 1040 income tax return filed for which you purchased an Audit Protection Plan, subject to you fulfilling your responsibilities as set forth below and the Audit Protection Plan Limitations and Exclusions described below. We will:

- Assign a licensed team member to manage your case;
- Develop a strategy with you for responding to the Audit or Notice;
- Handle all communications, in any form, with the IRS or State regarding Your Audit or Notice;
- Negotiate with the IRS or State through Appeals;
- Settle with the IRS or State when we have your approval to do so;
- Inform you as to your strategies and procedural options if your Audit results in additional tax, and you do not have the resources to pay the obligation when due.

### **WHITEWATER GROUP AUDIT PROTECTION PLAN LIMITATIONS**

Your purchase of an Audit Protection Plan for the current tax filing period must be made before the date of any IRS or State Notice; specifically, the Notice must be dated after the purchase and payment for the Audit Protection Plan.

- We do not provide legal assistance, nor represent you in Federal or State Court, or Tax Court.
- We do not provide legal assistance in defending issues of civil or criminal fraud.
- We will not reconcile checkbooks, organize records or do record keeping or bookkeeping.

- We will waive our hourly billing rates *for up to 10 hours* of audit representation. Additional hours will be billed at our client-discounted billing rate in effect at the time the work is done.

### **WHITEWATER GROUP AUDIT PROTECTION PLAN EXCLUSIONS**

Certain Audits, income tax return filings and associated issues of Audit are excluded from the Audit Protection Plan:

- Pre-existing conditions — If the date on the Notice is prior to the Date you signed up for coverage or a different tax year
- Large Businesses — Business entities with gross receipts exceeding \$5 million and/or 10 partners/stockholders/beneficiaries/members.
- Ownership interest in other tax entities - If You have an ownership interest in a Corporation, Partnership, LLC, LLP, Trust, Estate, or Tax Shelter that has been contacted for an Audit and that entity is not an Audit Protection Plan Member.
- Tax protestors –The Audit Protection Plan excludes from the benefits of Membership anyone protesting the taxing of income on economic, religious, legal or constitutional grounds, or other frivolous claims.
- IRS Criminal Investigation Division (CID) – The Audit Protection Plan excludes from the benefits of Membership anyone currently under investigation by IRS CID. We will cease performing audit protection services on any Audit joined by CID, and will exclude from the benefits of Membership any related Audit or Member until completion of the CID matter. We will resume providing audit protection services on the Audit, if possible.
- Taxes Other Than Income Tax - Your Audit Protection Plan is limited to only the type of income tax return that was prepared when you enrolled in the plan. Payroll tax, sales tax, property tax, gross receipts tax, duty and local tax, estate and gift tax and compliance audits of pension and profit sharing plans are excluded from the Audit Protection Plan package.
- Collection Due Notices — These notices are generated by the IRS after tax has been assessed as a result of an Audit or filing your income tax return without paying the balance due in full with the return. Collection or demand for payment notices are not audits, are not covered under the Audit Protection Plan and will involve a separate engagement agreement and a separate fee to for representation.

### **TERMINATION OF THE WHITEWATER GROUP AUDIT PROTECTION PLAN AGREEMENT**

We reserve the right to terminate this Plan upon the breach of any material provision of this Agreement by the client, in the event that an Audit, Tax Return, Tax Identity Theft matter or issue of Audit meets the criteria of any of the "WHITEWATER GROUP AUDIT PROTECTION PLAN LIMITATIONS" and/or "WHITEWATER GROUP AUDIT PROTECTION PLAN EXCLUSIONS" listed above, or in the event that a condition renders the completion of our responsibilities under this Agreement unreasonably difficult to fulfill. Conditions that can render completion of our responsibilities unreasonably difficult include, but are not limited to, your failure to reasonably fulfill your responsibilities per above, failure to cooperate during the course of the Audit process, or repeated use of abusive, inappropriate, or unprofessional language when communicating with us. This Plan shall also be deemed to be terminated if the Audit Protection Plan fee has not been paid or has been refunded to the client.

### **RIGHT of RESCISSION (REFUND POLICY)**

You have the right to rescind your Audit Protection Plan for thirty (30) days. Thereafter, the Plan fee is non-refundable.