

# **TaxMasters**

*"We Solve Your IRS Problems."*

Phone: (281) 497-5937  
Fax: (713) 463-2900  
[www.txmstr.com](http://www.txmstr.com)

900 Town & Country Lane  
Suite 400  
Houston, Texas 77024

## **CLIENT**

## **TAX SERVICES**

## **ENGAGEMENT AGREEMENT**

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www.txmstr.com

900 Town & Country Lane  
Suite 400  
Houston, Texas 77024

April 14, 2011

<Contact> \_\_\_\_\_  
Client Name  
<Address 1> \_\_\_\_\_  
Address  
<City>,<State> <Zip> \_\_\_\_\_  
City, State Zip

<Home Phone> \_\_\_\_\_  
Home Phone  
<Mobile Phone> \_\_\_\_\_  
Mobile Phone  
<E-mail> \_\_\_\_\_  
Email

This agreement, including all attached pages incorporated herein, will spell out the complete agreement and the complete terms of service between TaxMasters, Inc. dba TaxMasters (a Nevada corporation hereinafter "Firm"), and Client Named above (hereinafter "Client"). This agreement states the minimum total fee for the services to be provided by Firm. Installment Arrangements, if any, are outlined in the attached schedule. Client agrees that Firm may correct any addition errors discovered at a later date and adjust any installment agreements pro-rata for such addition errors. If no amount is indicated for a service description below, Client and Firm agree that, based on information available as of the date of this agreement, Client either does not appear to need the service or Client has declined that service.

Form 433 Financial Analysis and Report	\$ _____
Wage Garnishment Release or Reduction	\$ _____
Collection Hearing (CDP, CAP or OIC Appeal)	\$ _____
Lien Subordination	\$ _____
ACS Case Management	\$ _____
Revenue Officer or Revenue Agent	\$ _____
Income Tax Returns (Form: <Tax Form>.) Years: _____	\$ _____
IRS Audit; Audit Appeal; Tax Court Services	\$ _____
Bookkeeping Services	\$ _____
Compliance Package	\$ _____
IRS Consultation Report	\$ _____
<b>Total</b>	<b>\$ _____ &lt;Total Srvcs&gt;</b>

This engagement agreement including the attached pages fairly represents the agreement between the Client and Firm in all material respects. TaxMasters is Not a CPA Firm and TaxMasters is Not a Law Firm.

**TaxMasters, Inc., d.b.a. TaxMasters**

**Client**

By: <MY>Contact> \_\_\_\_\_  
  
<4/14/2011> \_\_\_\_\_  
Date

(1) \_\_\_\_\_  
  
<Contact> \_\_\_\_\_  
(Printed Name)

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## Terms of Agreement

**Purpose of Agreement:** This agreement addresses the provision of tax consulting services to Client regarding resolution of Client's Internal Revenue Service (hereinafter referred to as "IRS") problems and the services purchased by Client. This agreement is limited strictly to those services which Client purchases in the agreement. No other services are implied or may be inferred by this agreement.

Every reasonable effort will be made to represent the best interests of Client and maintain confidentiality of Client information in all dealings with the IRS. In no case will Firm assist Client in any actions that are or may be, in the sole opinion of Firm, a criminal, unethical, or immoral act.

**Agent or Authority with IRS:** Firm represents Client and is not an agent of and has no authority over the IRS. Final decision on acceptance of any tax returns, and other services offered by Firm rests with the IRS. Client agrees that all fees under this agreement are due Firm without regard to the success or failure of the service rendered.

**Governmental Fees:** Any and all governmental fees required for submission, review, approval, acceptance, filing, issuance of documents or such other fees as may be imposed by the governmental entities involved in Client's case remain the sole responsibility of the Client. Client's refusal to pay such fees may cause delays or the governmental entity may suspend or terminate all discussions regarding Client's case.

**Willingly Entering Agreement:** Both Firm and Client affirm that each enters this agreement willingly.

**Payment Required:** Payment of fees is required to receive services. Firm's obligation to continue to provide services is strictly contingent upon Client's payment of the fees stated in this agreement. Client agrees Firm may begin providing services earlier than receipt of full payment at its sole discretion without waiver of this provision or future right to invoke it. However, Client agrees Firm is not obligated to begin providing services to Client for a specific service until the full fee amount for that service is paid as Firm does not provide account credit.

**IRS Compliance:** Although the IRS will make exceptions, it is the general experience of Firm that the IRS will require that all tax returns be current and filed before the IRS will consider payment alternatives and garnishment relief. Should Client request and should Firm agree to begin other services before all required tax returns are complete and filed, Client is solely responsible for the failure of such efforts.

**Description of Services to be Rendered by Service Type:** The description below fairly represents the scope of the services between the two parties. This section is not intended to add or remove services Client purchased in other sections of this agreement. Any service listed below that is not on the summary of purchased services listed on the signature page with a corresponding price for the service is listed to confirm that Client did not purchase that service.

Client and Firm agree that any service not purchased is either not anticipated to be needed by Client based on information supplied to Firm by Client or Client has elected to reject that service. Client may elect (subject to agreement by Firm) at any future date to purchase any service not now purchased. Such purchase shall be reflected by a supplemental engagement agreement between Firm and Client.

Client and Firm agree that should a stated service later be found not to be needed, Firm will, at its sole discretion, refund the amount of the stated fee for that service at the conclusion of all services if it has been paid, void the service and not collect the amount if unpaid, or apply the fee paid to additional services that Client may need.

1. Form 433 Financial Analysis and Report
    - o Firm will analyze Client financial data submitted in the form requested by Firm;
    - o Firm will prepare a draft form of the IRS Form 433-A or 433-B using the Client provided financial data. Additional fees will apply if both Form 433-A and 433-B are required by IRS;
    - o Firm will recommend to Client what Firm believes in its professional judgment to be the best alternative for Client of the various IRS programs including but not limited to Offer In Compromise, Partial Pay Installment Agreement, Installment Agreement, Uncollectible status, or such other alternatives as may be now or become in the future available from the IRS.
  2. Wage Garnishment Release or Reduction
    - o Analyze client submitted financial data; obtain clarification, if needed, of any information submitted; contact the IRS via telephone once to obtain relief for which Client is eligible; negotiate amount of relief due Client with the IRS if appropriate; advise Client of the results; advise Client's employer if requested by Client.
- Important Notes:** (1) Client's employer may or may not accept any communication from Firm regarding this matter; (2) Employer's frequently process payroll several days before the pay date – Client assumes all responsibility for timeliness of any required communication; (3) The IRS often fails to send notification of garnishment rescission to employer's. Client is solely responsible for the consequences of the IRS' actions or failure to act.

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- o If the IRS refuses to follow IRS regulations or IRS manual rules and Firm is required to make additional phone calls, Client will be invoiced at the Firm's then prevailing rate for second or subsequent phone calls.
  - o Client is responsible for notifying Firm if the Client's employer does not receive the garnishment release order from the IRS. We will follow up after being notified by the Client of the IRS failure to submit the release or reduction to the Client's employer. The cost of this follow up service will be invoiced to Client at the Firm's then effective prevailing rate for such services. Payment for this service will be due before other services will commence or payments from other services will be applied to these invoices at Firm's sole discretion.
3. Collection Hearing (CDP, CAP, or OIC Appeal)
- o CDP Hearing: Prepare CDP hearing request form and submit to the IRS; attend the hearing by phone or in person at Firm discretion; negotiate with hearing officer on behalf of client for whatever relief may be available to the client; advise client of results of hearing. Filing may be cancelled if it is to the best interest of the Client that the hearing not result in a judgment by the IRS.
  - o CAP Hearing: Prepare CAP hearing request and submit to the IRS; attend the hearing by phone or in person at Firm discretion; negotiate with hearing officer on behalf of client for whatever relief may be available to the client; advise client of results of hearing.
  - o OIC Appeal: Prepare appeal notification and submit to the IRS; attend the hearing by phone or in person at Firm discretion; negotiate with hearing officer on behalf of client for whatever relief may be available to the client; advise client of results of hearing.
4. Lien Subordination
- o Using information provided by Client, Firm will attempt to obtain a subordination of lien so that Client may proceed with whatever transaction is anticipated and that requires a lien subordination.
  - o Firm makes no representation or warranty as to the acceptable nature of the terms that IRS may impose in agreeing to the lien subordination.
  - o Client represents that Client will provide complete disclosure to Firm of all required financial information.
  - o If Release of Federal Tax Liens is the most viable option in Firm's judgment at the time, Firm will obtain release of federal tax liens from IRS personnel after resolution of the tax debt causing the lien to be filed.
  - o Resolution of the tax debt is excluded from this service.
5. ACS Case Management
- o Discussions with Client and IRS agent in the case as it progresses
  - o Fee is due in full when Firm makes or attempts to make initial contact with IRS. Fee is not pro-rated based on amount of contact.
  - o Analysis of open items due the IRS in the case (preparation of un-filed returns, CAP or CDP appeal hearings, OIC appeals, and such other services as may be needed are at additional fees)
  - o Negotiation on behalf of client with IRS agents to establish payment plans and other alternatives to payment plans. Preparation of tax returns and CAP, OIC, or CDP appeals will require additional fees.
6. Revenue Officer Case
- o Discussions with Client and IRS agent in the case as it progresses
  - o Fee is due in full when Firm makes or attempts to make initial contact with IRS. Fee is not pro-rated based on amount of contact.
  - o Analysis of open items due the IRS in the case (preparation of un-filed returns, CAP or CDP appeal hearings, OIC appeals, and such other services as may be needed are at additional fees)
  - o Negotiation on behalf of client with IRS agents to establish payment plans and other alternatives to payment plans. Preparation of tax returns and CAP, OIC, or CDP appeals will require additional fees.
7. Income Tax Returns to File.
- o Assumes W-2 only type return – maximum of 2 form W-2's. Additional charges will apply if number of W-2's is greater than 2 per tax return.
  - o Additional required schedules, statements, sub schedules, worksheets, or documents that are necessary to be submitted with the tax return to ensure a complete and accurate return are at an additional fee. Fees vary - begin at \$5.00 and increase based on complexity of the schedule or other document. Current fee schedule in force at time of preparation will apply.
  - o Firm will advise Client of the fee adjustment, if any, after reviewing the final documents required to prepare the tax return completely and accurately. Firm may, at its sole discretion, begin completion of returns before advising client of any fee adjustments.
  - o Assumes no compilation, sorting, or analysis of records.
  - o Any re-runs of return due to omitted information, any organizing or gathering and sorting or records for Client, any unusual or required additional follow up contacts necessary to complete the return, and any other services required to prepare and gather documents to enable preparation of a complete and accurate return will be at additional cost.
  - o Client agrees to provide full and complete disclosure of all information deemed relevant by Firm in preparation of the tax returns. Firm may suspend completion of tax returns until such full and complete disclosure is provided. Client is solely responsible for the effects of such a suspension should it become necessary.
8. IRS Audit OR IRS Revenue Agent OR IRS Audit Appeal OR Tax Court Services  
(Only one of the three services is purchased unless otherwise indicated)

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- IRS Audit or IRS Revenue Agent
    1. Audit representation at IRS offices by phone or in person at Firm discretion or in Firm offices if a field audit by IRS.
    2. Consult with and advise Client on actions that should be taken to prepare records for audit.
    3. Consultations with Client on results of IRS audit and discussion of any actions needed based on the audit result.
    4. All fees are fully earned by Firm after initial contact with either Client or IRS representative on the case. No pro-rating of the fee will occur if Client's audit information is inadequate for defending of audited returns.
    5. Should IRS take an unreasonable position in Client's case or should informal appeals and research be needed for discussion with IRS audit management, additional fees will apply.
  - IRS Audit Appeal
    1. Appeal of IRS audit findings or resolution at manager level of auditor or audit manager objections.
    2. Preparation of appeal documents for first level appeal.
    3. Consultations with Client on results of audit appeal including discussion of any actions recommended based on the appeal results.
  - Tax Court Services
    1. Firm to act as your consultant on all tax court matters for which we were retained.
    2. Client grants firm a limited power of attorney to retain or terminate all relationships in this matter for which Firm was retained.
    3. Firm is not your attorney but will retain outside counsel to prepare and file the Tax Court petition on Client's behalf.
    4. Provide assistance to outside counsel with petition preparation as needed.
    5. Attend Tax Court hearings with outside counsel as needed.
  - Client agrees that Firm may substitute the above services as needed to pursue the best options on the client's audit. If more than one of the above options will apply, Client will be responsible for any additional fees. Such additional work requiring multiple services will only be done with Client's advance approval.
9. Bookkeeping Services
- Prepare summarized income and expense information on an income tax basis for Client using Client's original source records,
  - Prepare depreciation schedules, if needed in Firm's opinion.
  - Reconcile bank accounts, if needed in Firm's opinion.
  - Prepare asset and liability schedules, if needed in Firm's opinion.
  - Sort and organize records (hourly fees may apply)
  - Firm is not a CPA firm and will not provide any form of opinion or transmittal letter to go with the above mentioned schedules of financial information.
10. Compliance Package
- Introduce Client to an accounting company that will provide needed business accounting services
  - Introduce Client to a payroll service company
  - Client to execute separate agreement regarding services and fees with each of the payroll and accounting companies
  - Corporate Formation Services by Firm
    1. Prepare formation documents.
    2. Register corporation with state authorities.
    3. Obtain Federal and State Tax Identification Number from IRS if requested by Client.
    4. File an election to be treated as an S Corporation with the IRS if requested by Client.
    5. File an election to be treated as an S Corporation with the state revenue authorities if available in client's state and if requested by Client.
    6. Prepare corporation book of records for Client including seal if requested by Client.
    7. Provide all filing documents used in formation to Client.
11. Installment Agreement
- Using Form 433 Financial Analysis information, request an installment agreement on tax balances that are secured by filed or unfiled tax liens according to regulations in place as of the time of the request.
    1. Client acknowledges that the IRS may annually review the Client's installment arrangement and may return the Client to active collections at the IRS' sole discretion and with little or no warning to Client.
    2. Client agrees that Firm will provide this service once. If unsuccessful or if IRS later terminates the installment agreement and returns Client to active collections, Firm has no additional obligation.
    3. Should Client miss any agreed payment due the IRS in the installment arrangement, the IRS may return the Client to active collections. This may result in additional services being required. These services are not included in the installment agreement services.
    4. Installment agreement may be either a partial pay agreement or a standard agreement or such other installment agreements as may now exist or such other substantially similar installment arrangements as may be created in the future by the IRS.
    5. It is anticipated that Firm will contact the IRS once to establish the payment plan. Second or additional calls may result in additional fees.
    6. If Client has not purchased a Form 433 Financial Analysis, Firm is not obligated to conduct a complete financial analysis and may rely on Client providing complete and accurate information. Firm will then make one attempt at

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obtaining uncollectible status for Client after Firm makes a simple and cursory initial review of Client financial data provided.

## 12. IRS Consultation Report

- o Transcript IRS Consultation Reports: prepare power of attorney form 2848 or equivalent; contact IRS by phone once; obtain IRS income and withholding information from the IRS and obtain tax filing status and tax debt information from IRS; inform client of results of this contact.
- o Report IRS Consultation Reports: obtain data and information from client; contact IRS once if necessary; conduct analysis of case; and prepare recommendation where appropriate of action to be taken by Client.
- o Other services as agreed in writing (SP).

**Timeliness of Response:** Timeliness in Client response to Firm is critical to success of any matters before the IRS. Any delay in response, even when such delay is out of Client's control, can result in IRS rejection of all previously accepted negotiating positions causing the process to begin again and increasing Client's cost of this process including additional professional fees for the added services.

**Important Note:** IRS requests frequently allow only 10 or 15 days for response. It is important that you immediately read all IRS documents and contact us to discuss it. We should receive a copy of the documents from the IRS, but the IRS does not guarantee delivery nor accept non-delivery as a reason for extension of time to perform. As a result, it is imperative that you contact us on receipt.

**Refund Policy for Client's Early Termination of Agreement:** Client may terminate this agreement at Client's sole discretion at any time by providing notice in writing to Firm. Client may, in its sole discretion, cease to cooperate with Firm in completion of the services purchased in this agreement, but such termination of cooperation will not constitute termination of the agreement unless notice is provided in writing. All provisions of this agreement shall survive termination of the agreement.

If Client elects to terminate this agreement within three business days from the date of the execution of this agreement by providing written notice to Firm, Firm will refund all fees paid by Client except for fee for services performed by the Firm prior to termination plus a \$350 administrative fee.

If Client elects to terminate this agreement within after three business days but within 18 months from the date of execution of this agreement by providing written notice to Firm, Firm will refund the lesser of (1) all fees paid by Client except for fee for services performed by the Firm prior to termination plus a \$350 administrative fee or (2) all fees paid by Client less a cancellation fee in the amount of twenty five percent of the total of fees.

Processing of refunds is approximately 60 days but not sooner than the date at which funds tendered are irrevocably received as good funds by Firm. Client must execute a full release of all claims in a form to be specified by Firm before receipt of any refund.

Firm has provided to Client an Engagement Guide containing proprietary information developed by Firm solely for the benefit of its Clients. This booklet is not available for sale to the general public. Client is licensed to use this material for Client's own use. Client agrees not to distribute and is not licensed to distribute this Engagement Guide to any other party.

**Travel and other expenses,** if required, are excluded and subject to prior approval of Client. Travel to local IRS offices nearest Firm offices is included in the fees paid by Client.

**Form of Records Submission:** Unless bookkeeping services are otherwise purchased herein, Client agrees to summarize and or compile such required information in a form to be reasonably specified by Firm or to separately compensate Firm for providing such services. No analysis, summary or compilation related services are anticipated in any services other than as specified.

**Sub Contracted Services:** Client agrees that Firm may, at its sole discretion, contract other companies for any of the services which Client has retained Firm to handle. The sub-contracting company may be or may not be affiliated with Firm in some form or manner including ownership. Client agrees that Client's relationship with such sub-contracting company is limited to that of beneficiary of the relationship. No client relationship other than that of confidentiality is created in this engagement or any amendments to this engagement. Client expressly waives any and all claims for potential monetary damages against the subcontracting company whether such claim arises from actions taken or from failure to take any action by subcontracting company on Client's behalf. Further, in the event Client shall be deemed by a competent court of law to have a right to collect damages despite this agreement, such damages shall be limited to the figure of twenty percent (20%) of the actual fees paid by Client to Firm for the service or services creating the damages.

**Indemnification and Responsibility for Accuracy of Data:** Firm is responsible for accuracy of prepared documents as defined in IRS Circular 230. Client is responsible for the accuracy of the financial data and other information presented to Firm for reliance in document preparation and for documents Client signs for presentation to the IRS. Firm will not audit, review, or examine the financial information – nor will Firm express any opinions or other forms of assurances on the financial or other information presented. Client indemnifies Firm for any omissions or errors in Client's data provided to Firm to develop the documents described in this agreement whether such omissions or errors were intentional or unintentional.

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**Oral Agreements:** Client and Firm agree that this written agreement reflects fully all terms and conditions of the agreement between Client and Firm and replaces any prior oral agreement between Client and Firm.

**Severability:** Client and Firm agree that should any part of this contract be deemed unacceptable, illegal, or unenforceable for any reason by a competent court of jurisdiction, the covenant, article or provision of the agreement shall be modified as necessary to conform to the applicable laws so long as the original intent of the agreement can be preserved and that, in the event such provision cannot be altered, it shall be rendered as void but that all other terms and conditions of this agreement shall remain in full force and effect.

**Governing Law:** All parties agree that the governing law of this agreement shall be Texas law.

**Disclosure of information:** Client agrees that should Client and Firm become involved in a disagreement about services rendered or to be rendered or how the services were rendered that Client agrees to hold Firm harmless for any and all disclosure of Client information required to resolve such disagreement with any third parties Client may request assistance from. Client agrees that Client provides his or her permission to disclose all information in Firm's files about Client to such third party without need of additional agreement to disclose and that Client waives all confidentiality expectations of Firm in such an event.

**Headings, underlined passages, or bold lettering** in this agreement are provided for ease of reference and emphasis on the passage. Client and Firm agree that no other purpose to these visual aides is intended or may be inferred.

**Conduct and behavior:** Both parties agree that each shall conduct himself/herself in a professional manner while communicating with each other whether in person, by telephone, or by any electronic means. Should Client's behavior become abusive through written or verbal threats, use of racial insults, cursing, or similar behavior in verbal or written form, Firm in its sole discretion retains the right to terminate the agreement and issue refund in accordance with the refund provisions of this agreement. Firm will notify Client in writing of such action. Client releases Firm from all further obligations to provide services as of the date of such written notice.

**Damages:** Client agrees that monetary damages including attorney's fees and arbitrator fees from any suit or arbitration filed by Client are limited to the extent allowed by law in all causes of action and in all claims by Client that can be reasonably anticipated in this matter to the amount of fees actually paid by Client pursuant to this agreement or any supplemental agreements or supplemental bills.

**Class Provisions:** Client agrees that Client's case is unique in all material respects and cannot be litigated or arbitrated as a member of any class. Client agrees that Client has a unique tax problem which caused Client to engage Firm. Further, since the Client's situation is unique, Client agrees with Firm that any and all claims deemed by a competent court of jurisdiction as not covered by arbitration clauses in this contract may only be litigated exclusively between Firm and Client. Client agrees that Client shall not litigate as a member of a class or other group.

**Returned Payments:** Client agrees that should any payment by bank draft be returned Nonsufficient Funds, a.k.a. "NSF" or for any other reason, Client will pay Firm \$30 for each occurrence. Client agrees and acknowledges that Firm will redeposit returned checks as rapidly as possible (generally within 24 hours) after the check is returned and that Client will keep sufficient funds in the account to cover the returned check, the returned check fee and the future drafts for services to be rendered by Firm. Client agrees that, should credit card submitted by Client notify Firm of a chargeback or other form of reversal or cancellation of the credit card transaction occur or should drafts authorized be returned by the Client's bank for any reason, Client agrees that Client is in breach of contract and agrees to pay Firm such damages as may be deemed appropriate under the arbitration clauses of this agreement. Firm may refuse to accept any agreed and scheduled payment by bank draft in the event of bank drafts being returned by the Client's bank for any reason or refuse to accept any agreed payment by Client's credit card in the event of a charge back for any reason.

Client and Firm agree that should Client elect to terminate the agency authorization given on the installment arrangement that is part of this agreement, Client will provide written notice to Firm's Billing Department allowing reasonable time for Firm to cancel such transactions. Should Client not provide notice with reasonable time allowed, Client is solely responsible for any fees or other costs assessed by Client's bank or other parties. Reasonable time shall be defined as receipt by Firm's billing department at least three business days prior to the transaction date listed on the Installment Arrangement.

Client agrees that, in the event of non-payment by Client of the fees agreed, collection costs including reasonable attorney's fees and a monthly late fee of 1.5% or the maximum allowed by law, of the amount due may be added to any invoices unpaid after the due date or in the event Client defaults on payment of the fees agreed herein. Revocation of drafting authority does not constitute termination of the agreement or obligation to the pay the fees agreed.

**Arbitration Agreement:** Client agrees that any and all claims, demands, disputes, or controversies of any kind or nature that Client has concerning any of the negotiations leading to the purchase of the services, terms and provisions of the sale, engagement agreement, supplemental engagement agreements, supplemental bills, arrangements of payment, purchase of service contracts, the performance of the engagement agreement or services, or any other aspect of the services from Firm shall be settled by binding arbitration conducted pursuant to the provisions of Title 9 of the United States Code Chapter 1 et seq.

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Client agrees, covenants, and contracts that there shall be no class arbitration between the parties and the only parties to any disputes or controversies to be arbitrated as more particularly described herein shall be the Client and Firm.

Either party may demand arbitration by sending the other party a written demand for arbitration along with a statement of the matter in controversy. Within 30 days of receipt of a demand for arbitration, the receiving party shall reach out to the sending party in an attempt to settle the dispute. If attempts to resolve the dispute fail, the dispute shall then be resolved by neutral binding arbitration by a mutually agreed upon arbitrator who has knowledge of Texas law. Firm shall notify Client of its choice of arbitrator when the demand for arbitration is sent if Firm is initiating arbitration, or within thirty days of receipt of the demand for arbitration if Client is initiating arbitration. Client shall notify Firm of its choice of arbitrator within thirty days of receipt of the demand for arbitration if Firm is initiating arbitration, or within 30 days of receipt of Firm's choice of arbitrator if Client is initiating arbitration. If Client and Firm do not agree on the arbitrator, the arbitrator shall be selected by the Client's choice of arbitrator, together with the Firm's choice of arbitrator. Each party shall pay the expenses incurred by its designated arbitrator regarding the selection of the final arbitrator.

If either party fails to reach out to the other party to make an attempt to resolve the dispute within the time specified, or fails to notify the other party of their choice of arbitrator within the time specified, such party is deemed to agree with the other party's choice of arbitrator. Firm shall deliver its demand for arbitration to Client at Client's last known address. Client shall deliver its demand for arbitration to Firm at Firm's business address to the attention of the Corporate Legal Department at TaxMasters. Failure of either party to deliver demand properly in accordance with these terms shall extend the beginning of the period of arbitration and arbitrator selection until such party is notified in accordance with this agreement.

If neither party's claim or counterclaim exceeds \$10,000.00 in actual damages, both parties agree that the arbitration shall be decided by submission of their arguments and evidence to the arbitrator in writing. The arbitrator then makes an award based only on the documents. No hearing is held.

The arbitration shall be conducted by the rules selected by the agreed arbitrator provided such rules are consistent with the provisions of Title 9 of the United States Code Chapter 1 et seq. To the extent that any provision of such rules is not consistent with Title 9, such provision shall be deleted or modified and all other provisions of the rules shall remain in effect.

Client and firm agree to keep confidential the results, decisions, and conversations and all communications in connection with the arbitration proceedings and/or Arbitration Agreement. Either party may seek damages and/or injunction against the other party for any violations of the confidentiality requirements set forth herein.

Client and Firm agree that the party requesting arbitration shall pay its portion of the arbitration fees assessed by the arbitrator. The prevailing party may be awarded costs of arbitration and have that amount added to the arbitration award.

Client and Firm agree that all prior contracts and agreements between the parties of any kind and executed at any time prior to the date of this agreement shall, as part of this agreement, be deemed to be modified to include and adopt the arbitration terms of this agreement and to remove the litigation provisions as if all of the prior agreements or contracts originally contained these provisions.

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## INSTALLMENT ARRANGEMENT

### Pre-Authorized Payments by Credit Card

**Credit Card Information:** Visa MC Discover AMEX

Cardholder Name: <Contact> Card Code: <Card Code>  
Credit card number: <Credit Card Number> Expires: <Expiration Date>  
Billing address: <Card Billing Address Digits> <Card Billing Zip>

Total of Services: \$ <Total Srvcs> Date of Down Payment \_\_\_\_\_  
Less: Down Payment \$ <Down Pymt> \_\_\_\_\_  
Balance Due: \$ <Bal Due>

**Client may pre-pay installments without penalty at any time.**

	<u>Amount:</u>	<u>Due Date:</u>		<u>Amount:</u>	<u>Due Date:</u>
1.	\$ <u>&lt;Install1&gt;</u>	<u>&lt;DueDate1&gt;</u>	5.	\$ <u>&lt;Install5&gt;</u>	<u>&lt;DueDate5&gt;</u>
2.	\$ <u>&lt;Install2&gt;</u>	<u>&lt;DueDate2&gt;</u>	6.	\$ <u>&lt;Install6&gt;</u>	<u>&lt;DueDate6&gt;</u>
3.	\$ <u>&lt;Install3&gt;</u>	<u>&lt;DueDate3&gt;</u>	7.	\$ <u>&lt;Install7&gt;</u>	<u>&lt;DueDate7&gt;</u>
4.	\$ <u>&lt;Install4&gt;</u>	<u>&lt;DueDate4&gt;</u>	8.	\$ <u>&lt;Install8&gt;</u>	<u>&lt;DueDate8&gt;</u>

**Installment Total:** \$ <Bal Due>  
(Should equal amount of Balance Due Above)

Cardholder above acknowledges the transaction in the amounts specified above with the merchant whose location is Houston, Texas on the transaction dates specified above and requests his or her bank release these funds to the merchant processing bank in order to credit the merchant for any chargeback dispute on this item. This installment arrangement incorporates by reference the full content of the engagement agreement the herein stated installments pay to purchase. Cardholder agrees that it is the intent of cardholder for merchant to be paid the above amounts. Cardholder authorizes merchant to collect the above installments by submitting any number and amount of transactions such that the total due according to the above schedule is collected by merchant. Authorization to charge the account herein stated for the amounts stated is given. Any credit request will require authorization, and are solely at the discretion of TaxMasters in accordance with the terms and conditions of the engagement agreement.

\_\_\_\_\_  
Cardholder Signature

<Contact>  
Cardholder Name

4/14/2011  
Date

# TaxMasters

*"We Solve Your IRS Problems."*

Phone: (281) 497-5937  
Fax: (713) 463-2900  
[www.txmstr.com](http://www.txmstr.com)

900 Town & Country Lane  
Suite 400  
Houston, Texas 77024

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## INSTALLMENT ARRANGEMENT Pre-Authorized Payments by Bank Draft

### Checking Account Information:

Client Name: <Contact> Bank Name: <Bank Name>  
Bank Address: <Bank Address> Bank Phone: <Bank Phone>  
Routing #: <Bank Routing Number> Checking Account #: <Bank Account Number>

Client requests that pre-authorized checking drafts be created on the dates of the installment schedule below. Such drafts will not require signature of Client. Unless another account is indicated, Client instructs that the account used for the initial payment is the drafting account. Client is responsible for timely payment if pre-authorized check is not honored for any reason. Client represents that Client is an authorized user of the account. Client requests that the above bank release the funds as requested below and waives all disputes, changes, charge backs, reversals, revocation of authorizations, stop payments and/or any other form of invalidating the authorization given with above bank now or in the future. This installment arrangement incorporates by reference the full content of the engagement agreement between Client and Firm which the below installments pay to purchase. **Client agrees that should any payment by bank draft be returned for any reason, Client will pay Firm \$30 for each occurrence.** Client authorizes Firm to increase the draft amounts below by the amount of the then effective return check charge. Client agrees and acknowledges that Firm will endeavor to redeposit returned checks within 24 hours of the check being returned and that Client will keep sufficient funds in the account to cover the returned check, the returned check fee and the future drafts for services to be rendered by Firm. Authorization is given irrevocably for the drafts below and all fees are non-refundable. Client authorizes Firm to change the payment amounts below on a pro-rata basis or add an additional installment of the amount due if supplemental billing or additional charges occur. Client agrees that it is the intent of Client for Firm to be paid the below amounts. Client authorizes Firm to collect the below installments by submitting any number and amount of pre-authorized drafts such that the total due according to the below schedule is collected by Firm.

Total of Services: \$ <Total Srvcs>

Less: Down Payment \$ <Down Pymt>

Balance Due: \$ <Bal Due> (Should Equal Installment Total Below)

### Client may pre-pay installments without penalty at any time.

<u>Amount:</u>	<u>Due Date:</u>	<u>Amount:</u>	<u>Due Date:</u>
1. \$ <u>&lt;Install1&gt;</u>	<u>&lt;DueDate1&gt;</u>	5. \$ <u>&lt;Install5&gt;</u>	<u>&lt;DueDate5&gt;</u>
2. \$ <u>&lt;Install2&gt;</u>	<u>&lt;DueDate2&gt;</u>	6. \$ <u>&lt;Install6&gt;</u>	<u>&lt;DueDate6&gt;</u>
3. \$ <u>&lt;Install3&gt;</u>	<u>&lt;DueDate3&gt;</u>	7. \$ <u>&lt;Install7&gt;</u>	<u>&lt;DueDate7&gt;</u>
4. \$ <u>&lt;Install4&gt;</u>	<u>&lt;DueDate4&gt;</u>	8. \$ <u>&lt;Install8&gt;</u>	<u>&lt;DueDate8&gt;</u>

Installment Total: \$ <Bal Due>

\_\_\_\_\_  
Accountholder Signature

<Contact>  
Accountholder Name

4/14/2011  
Date

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**Attach Voided Check Here**