**ENGAGEMENT AGREEMENT**

This Agreement is for tax representation services between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) and Accountable Tax & Business Solutions, LLC (“ATBS”). This agreement is to confirm our mutual understanding of the terms and objectives of our engagement to provide you with representation before the Internal Revenue Service (IRS) and state taxing authorities, as well as the nature and limitations of the services we will provide and understand the obligations of each party.

**Scope of Representation**

Based upon the information you have provided us thus far, the services or a subset of the services described below are deemed appropriate to resolve your case. In the event that the information you provided us is incomplete, inaccurate or the circumstances of your case change, you authorize ATBS to employ additional services necessary to achieve the optimal resolution to your case. Our engagement is limited to the following services:

**Obtaining Transcripts**: If necessary, ATBS with your consent will contact the Internal Revenue Service (“IRS”) and when appropriate the State in which you pay tax in order to acquire, examine, decipher and evaluate all applicable tax transcripts relating to your Individual and/or Business tax matters for the periods beginning year through ending year.

**Preparation of Tax Returns**: ATBS will prepare your Federal and when applicable State type of tax returns for the periods beginning year through ending year. ATBS will prepare your returns based upon the above-mentioned transcripts and information you provide us via documents and tax organizers.

**Protection Against Collection Activity**: Assuming that there is no active collection activity, ATBS will make a best effort attempt to keep the taxing agencies involved with your case from levying your bank account, garnishing your wages, garnishing your income (3rd Party Levy), or seizing your assets for the entire tenure of your engagement with us. If bank levies and/or wage garnishments are already in place, we will make a best effort attempt to have them removed and/or reduced.

**Installment Agreement**: Assuming you are in “Current Compliance”, ATBS will negotiate with the IRS and when applicable the State in which you owe back taxes, a monthly installment plan in which you make payments based upon your ability to pay (which may be nothing if you qualify for Currently Non Collectible [“CNC”] status).

**Abatement of Penalties**: If the facts of your case warrant so, ATBS will negotiate to remove penalties when applicable.

**Preparation of an Offer in Compromise**: If ATBS determines you qualify as an Offer in Compromise candidate, we will prepare and submit an “Offer in Compromise” to the IRS on your behalf for your current tax liability. If the offer is rejected and you consent to proceed with the services of ATBS as they relate to the appeal of your offer, you will pay ATBS additional fees to warrant the time necessary to file and argue the appeal.

**ATBS WILL AT ALL TIMES MAKE A BEST EFFORT ATTEMPT WITHIN THE CONFINES OF THE LAW TO OBTAIN THE BEST RESULT POSSIBLE TO YOU, HOWEVER, AT NO TIME DOES ATBS MAKE ANY PREDICTION OR REPRESENTATION THAT ANY GIVEN RESULT WILL OCCUR AS A RESULT OF OUR EFFORTS.**

**Disclosure**

The Client is urged to communicate any and all concerns or questions which the Client has in connection with all work within the scope of representation and ATBS will respond to all and any inquiries regarding such services.

**Client Cooperation**

The Client agrees that it will (1) promptly respond to any oral or written request by us to provide information and (2) diligently assist us in obtaining any relevant information from any third party. We strongly recommend that Client support our efforts to complete all work in a professional and timely manner including without limitation, supplying documentation and any other relevant information as requested.

**Fees**

The above-described services shall be provided by our firm for consideration in the amount of $\_\_\_\_\_\_\_ per hour payable by check, cash, money order or electronic transmission. Please note that work performed before the IRS and other taxing agencies is document and time sensitive. For this reason it is imperative that the Client stays current with regards to payments and responds upon receipt of requests for information and documents. By agreeing to represent you, we are limiting our ability to represent other clients who may also be in need of our services. We strongly recommend that Client supports our efforts to complete all work in a professional and timely manner including without limitation, supplying documents requested by the IRS, Client’s local state taxing agency, and us; completing and returning forms; and making payments as set forth above. Should the Client fail to complete Client’s responsibilities in a professional and timely manner as set forth above, we may at our discretion, cease all work in assisting Client to resolve Client’s outstanding matters deeming all payments made by client fully earned and non-refundable.

**Termination of Agreement**

The Client may terminate this agreement at any time for good reason, but such termination shall not affect the obligation to pay for any services already rendered or costs already advanced up to the date and time of the termination. We may terminate this Agreement at any time if the Client fails to pay fees when due under the terms of this agreement or fails to cooperate in any other way, or for other legal or just cause. Upon termination of this Agreement for failure to pay fees, we will return to the Client any of the Client's original documents. Upon termination of this Agreement following the payment of all costs and fees, ATBS will return all documents to which the client is entitled. We maintain the right to terminate representation for your failure to cooperate and/or your failure to make payment of any fees and/or costs as provided for under the terms of this agreement. Invoices will be submitted monthly and are due when received.

In the event that any provisions or partial provision of this Agreement shall be held to be void, voidable, or unenforceable, the remaining portions hereof shall nevertheless remain in full force and effect. This document will constitute the entire agreement between the parties. Any prior or contemporaneous agreements, understandings and representations are merged and superseded by these written terms. Any modification or waiver shall be in writing.

Please sign, print and date this agreement and return to ATBS by email at [nevarguy@accountabletaxbusiness.com](mailto:nevarguy@accountabletaxbusiness.com) , fax at (919) 322-3669 or mail to Accountable Tax & Business Solutions, LLC, 8480 Honeycutt Road, Suite 200, Raleigh, NC 27615.

Sincerely,

**Accountable Tax & Business Solutions, LLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nevar W. Guy, E.A., M.A., M.S.T.

Tax Accountant

IRS Licensed Tax Practitioner

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_