



## TAX FILING SERVICE AGREEMENT

We thank you for putting your trust in ANDRIES TAX SERVICE LLC d/b/a MASTER PLAN TAX SERVICES ("MPTS", "We", "Us", "Our") and allowing us to work with you regarding the preparation of your personal, business, corporate income and/or franchise tax return(s). We will give you, your family's, and/or your business's tax situation our professional attention. We are trained and committed to providing excellent and accurate tax preparation service consistent with current tax related law.

For a mutual understanding, this Agreement, between MPTS and you ("You", "Your", "CLIENT", "CO-CLIENT"), covers information about the services and responsibilities of which MPTS will provide, along with your responsibilities as CLIENT/CO-CLIENT. This Agreement will cover a few legal requirements as well, thus you may want to review with legal counsel.

### 1. WHAT WE'LL DO AND NOT DO

MPTS will prepare your federal, state income and/or other governmental tax return(s) from information you provide. MPTS will make no audit or other substantiation/verification of your submitted data but may need to ask you more questions for clarification when documents or information appear to be missing, incomplete or inconsistent in order to meet our Circular 230 due diligence responsibility. If the business relationship is engaged on or after March 25<sup>th</sup> (Feb 25<sup>th</sup> for businesses and organizations) or information is still outstanding by that time, MPTS reserves the right to file an extension on your/your business's behalf. All invoices are payable prior to releasing your copy of the tax return(s) and/or electronically filing the return(s). MPTS will return your original tax documents and information before or at the time of filing, or upon request. MPTS may maintain electronic copy records of all tax information for seven (7) years after the later of the tax return(s') due date or the filing of your tax return(s) and/or amendment(s).

### 2. WHAT WE'LL NEED YOU TO DO

The Client Organizer Checklist is available from the MPTS website, the client portal or upon request, to guide you in gathering the necessary information for MPTS. Completing the Client Organizer Checklist before our appointment will assist MPTS in the efficient and accurate completion of your return(s), as well as limit the risk of increased fees for additional time required for your return(s). All the information submitted by you will, to the best of your knowledge, be correct and complete, and will include all income, deductions and other data necessary for the preparation of your income tax return(s). MPTS will make no audit or other verification of the forms, documents and data you submit. You are responsible for substantiating and keeping the necessary records of your personal and business income and deductible expenses, etc. You have the final responsibility for the income tax return(s) and timely filing. You should review the return(s) carefully before you sign and have them filed. In the event that MPTS files an extension on your behalf, please note the extension is an automatic 6 month extension to file; however, the extension is NOT an extension to pay, thus it will be your responsibility to determine an estimate of what you will owe and pay the IRS by the original due date (either March 15th for partnerships and S-Corp businesses or April 15th for individuals); if not paid then you may incur penalties and interest for failure to pay. As an owner(s) of an S-Corp business, if applicable, you are responsible for determining and implementing reasonable compensation (as W2 pay) for you and any other shareholder-employees (owners), if applicable. Please ask us if you have additional questions regarding shareholder-employee (owner) reasonable compensation. MPTS will be held harmless for lack of S-Corp owner compensation or unreasonable compensation.

We recommend that you retain your tax documents, forms and returns (in original form or electronic form) for up to seven (7) years after the later of the tax return(s') due date or the filing of your tax return(s) and/or amendment(s).

### 3. FEES & TAX ADVISORY SERVICES

MPTS estimate of fees and ultimate filing fees for tax preparation services will be based upon the amount of forms and/or schedules, as well as the time required to complete your tax return(s). This is based upon the information disclosed either verbally, via electronic communication, on the Client and/or Business Organizer Checklist and/or during our appointment. If additional information is disclosed after an estimate is given that affects the amount of time and/or schedules and forms to complete the tax return(s) then the fee may be increased. Fees may also be increased from what was originally communicated if tax documents are disorderly and/or disorganized, or if documents required to file the return(s) on time are not received by the dates mentioned in Section 1. If tax documents are not received till after the dates mentioned in Section 1, and if you request, at its discretion MPTS may agree and prepare/file tax returns by the original tax filing deadline; however, MPTS may charge a 20% expediency surcharge. MPTS reserves the right to charge a fee per file if a return(s) has been started but you choose for it to not be completed with MPTS. If face-to-face visits outside of MPTS office(s) are required then a trip charge may apply. MPTS reserves the right to collect a part or all its fees upfront. MPTS is required by law to release your tax documents, forms and data at your request regardless of being paid for services performed. However, fees are required to be paid prior to MPTS releasing the final prepared tax return(s) to you or before efilng to the IRS. For any returned ACH, check or charge, MPTS reserves the right to charge a \$35 returned payment processing fee. MPTS reserves to engage a third-party private debt collector to collect outstanding charges from you.

**Tax Advisory Plan:** With your traditional paid tax service you get one mid-year tax review and forecasting service at no additional charge. However, some taxpayers require more attention and tax advice. With our monthly *Tax Advisory Plan* subscription you get two (2) two-hour planning/advisory meetings and quarterly one-hour phone calls/screen share planning sessions per year, in addition to the tax preparation and filing. This service is paid monthly (or quarterly, if requested) by auto-draft or auto charge and the cumulative price may be slightly more than what you'd normally pay at the time of filing your completed return(s) without the Tax Advisory Plan.

**If interested in the Tax Advisory Plan please let us know to go over the details and pricing.**

### 4. BASIC ASSURANCE & AUDIT DEFENSE

Getting contacted by the IRS is a nerve-wracking experience, especially if it's a notification that you're being audited. While there are things that increase your chance of being audited (such as being self-employed, not including tax forms, documents or data, or making an error on your tax return), it can happen to anyone. There's no way to guarantee you won't be audited. You agree to contact MPTS within 10 days of receiving the IRS notice as the IRS usually only gives 20-30 days to respond to their notice, so urgency is of utmost importance. If asked to attend a review in regard to a tax position that you've chosen to take, then MPTS may require addtl. compensation under our IRS Representation/Resolution services. Consider this: the IRS sends out more than 200 million notices and letters each year, and they are getting even more efficient. That adds up to a pretty fair chance of getting contacted by the IRS at one point or another, and if you do, we want to help you handle it. If there is such a government tax review, MPTS will be available upon request to assist you.

If the tax notice is found to be in regard to a mistake MPTS made, something MPTS failed to do or failed to include, then our basic assurance is that MPTS will pay the penalties/interest, reimburse your tax prep fees, amend the return if needed at no addtl. charge and represent you in the audit. However, if the notice is in regard to a mistake made by you, a form you failed to provide to MPTS or a position you chose to take despite MPTS advice to the contrary, then you can choose to either address the notice on your own, engage MPTS for representation services or you can, at this time, choose to stay opted into the pre-paid Audit Defense service. The average response to an IRS notice takes a tax professional 3-5 hours. At an average of \$200 per hour, a simple letter from the IRS could cost you \$1,000 or more. Without the guidance of a tax professional, small problems can quickly turn into big problems. That is where we come in. You do not have to face the IRS alone. For a modest, prepaid fee now (15% surcharge on your gross, undiscounted tax return preparation fee), we'll handle your IRS correspondence, provide comprehensive advice, and representation if you're audited for this tax year (up to but not including Appeals and/or Tax Court), thus greatly reducing our normal IRS Representation/Resolution fees.

**OPT OUT:** You have the option to opt out of the Audit Defense Plan. If you so choose to opt out of the Audit Defense Plan, please let us know by initialing the above lines at the time of signing this agreement. Please understand if you opt out of the Audit Defense plan and you request MPTS's IRS Representation/Resolution services then you will be subject to our normal service fees at that time. MPTS reserves the right to opt you out if you file late (including extension date) or paying IRS late beyond filing due date and not installment/agreement in place.

## 5. OTHER RESPONSIBILITIES, REPRESENTATION, LIMITS OF LIABILITY

Although we strive to provide the best information, guidance and advice and often ask for more forms, documents and data that we may see needs to be incorporated into your return(s), it is your responsibility to review the final tax return(s) to confirm everything you submitted and expect to be included in the return(s) is included. If tax information is not otherwise disclosed, MPTS will be held harmless for not incorporating the necessary information into your tax filings. MPTS's liability is limited to the original tax preparation fees, but MPTS is not liable for the income, corporate or franchise tax due (your/your business's tax liability remained regardless of MPTS preparing the return(s)). Within our Audit Defense Plan and IRS Representation/Resolution services, MPTS will at all times make a best effort attempt within the confines of the law and our credentials to obtain the best result possible to you, however, at no time does MPTS make any prediction or representation that any given result will occur as a result of our efforts.

## 6. PRIVACY AND CONFIDENTIALITY NOTICE

A Privacy and Confidentiality Notice is available below, available online or, if requested, at the time of signing the final tax return(s) each year, and you agree that you have received notice of it being available. A mailed copy is available upon request. This Agreement does not attempt to identify all possible conflicts of interest; however, it is required by law that we attempt to avoid any actual or potential conflicts of interest. MPTS will disclose any conflicts of interest and some require written acknowledgement and agreement from you and maybe another client, with conflicting interests, before proceeding with this agreement and our engagement(s). MPTS owners also own affiliate companies that may also contact you regarding addtl. services; see our privacy policy for more information.

## 7. PROFESSIONAL DESIGNATIONS, LICENSING & EXAMS

**EA (Enrolled Agent):** An enrolled agent is a person who has earned the privilege of representing taxpayers before the Internal Revenue Service by either passing a three-part comprehensive IRS test covering individual and business tax returns, or through experience as a former IRS employee. Enrolled agent status is the highest credential the IRS awards. Individuals who obtain this elite status must adhere to ethical standards and complete 72 hours of continuing education courses every three-year; Enrolled Agents like attorneys and certified public accountants (CPAs), have unlimited practice rights. This means they are unrestricted as to which taxpayers they can represent, what types of tax matters they can handle, and which IRS offices they can represent clients before. Learn more about enrolled agents in Treasury Department Circular 230, found on the IRS.gov site.

**CFP® (Certified Financial Planner):** The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”). The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States. To attain the right to use the CFP® marks, an individual must satisfactorily fulfill requirements in education, an exam, experience, ethics and continuing education. CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

**CKA® (Certified Kingdom Advisor):** CKA® certification is the highest standard in the profession for faith-based financial advisors and is the most widely recognized designation for serving Christians. Candidates must sign a Statement of Faith, obtain a letter of reference from a pastor or member of pastoral staff, pass a regulatory review, complete a signed statement of personal stewardship and submit two client references. Candidates must either hold one of several industry designations or hold 10 years of experience in the professional discipline in which they applied for the CKA® designation. Disciplines include insurance, investments, accounting, law, and financial planning. They must complete the 60-hour CKA® Educational Program, a 3-credit hour equivalent certificate program offered by Indiana Wesleyan University. They must pass the CKA® national proctored exam. They are required to remain in substantial compliance with a set of ethical principles, rules, and standards in order to use or to continue to use the Certified Kingdom Advisor® designation. On top of the above requirements, certificants must complete 10 hours of continuing education each year.

## 8. DISCIPLINARY ACTION

No management person at MPTS has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding. You can view information at <https://irs.treasury.gov/rpo/rpo.jsf> and <https://www.letsmakeaplan.org/>.

## 9. TERMINATION

You can terminate our engagement at any time with written or verbal notice. However, upon termination if MPTS has started a file on your behalf, then MPTS reserves the right to charge a fee based on the amount of work performed and by signing below you understand and agree.

## 10. DISPUTE RESOLUTION

If any dispute arises among the parties in this Agreement (MPTS and CLIENT/CO-CLIENT), we, the parties, agree first to try in good faith to settle the dispute by arbitration administered by a mutually agreed-upon Texas arbitrator under its Rules for Professional Accounting and Related Services Dispute Resolution before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties to this Agreement (MPTS and CLIENT/CO-CLIENT).

## 11. AGREEMENT

By signing below, you agree that you have read, understand, and accept your obligations and responsibilities stated above; and you understand MPTS's responsibilities and limit of liabilities as explained above. You also agree that you have read our Privacy and Confidentiality Notice. For joint return(s), both the taxpayer and spouse must sign this Agreement as the CLIENT/CO-CLIENT; for business filers, personnel authorized to act on behalf of the business must sign. MPTS will enclose a copy of this Agreement in your file. Failure to sign implies consent by the CLIENT/CO-CLIENT of this Agreement.

Agreed and accepted by you, the CLIENT (and CO-CLIENT, if married filing jointly):

CLIENT: \_\_\_\_\_

Print

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

CO-CLIENT: \_\_\_\_\_

Print

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



# Privacy Policy

We always strive to protect your right to privacy. Like all providers of personal financial services, we are now required by law to inform clients of our policies regarding privacy of client information.

## Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

## Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to related parties (i.e. MASTER PLAN BOOKKEEPING and/or FLOURISH FINANCIAL PLANNING) and unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

## Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with my professional standards. Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.