

12. **NO ATTORNEY-CLIENT RELATIONSHIP:** TDN is not an attorney and does not provide legal advice. This agreement does not create an attorney-client relationship; TDN has no right to enter into contracts on Client's behalf.
13. **INITIAL CONSULTATION:** Client understands that TDN's recommendation(s) for services are primarily based upon the financial information provided by Client. In addition, Client understands that any figures quoted by TDN during the initial consultation were based exclusively upon the financial information provided by the Client and that such figures were estimates. Specifically, Client indicated to TDN the following.

**Total Debt Owed: \$50,000.00**

**IRS: \$50,000**

**State: \$0**

**Monthly Disposable Income: \$0**

14. **SERVICES TO BE PERFORMED:** Client understands and affirms that the services listed below are the specific and only services for which Client has contracted TDN. If Client requests TDN to perform additional services not listed in this Agreement, a new written agreement must be executed, and additional fees may be required. Unless specifically mentioned below, Client has not contracted TDN for any other services.
- a) **FILE FORM 2848, IRS POWER OF ATTORNEY.** This allows a licensed professional, (Attorney, Certified Public Accountant, IRS Enrolled Agent) to represent Client with the IRS on matters related to Client's Federal Tax Issue(s). This document will be delivered in a separate email and is to be hand signed.
  - b) **FILE FORM 8821, TAX INFORMATION AUTHORIZATION.** This allows a licensed professional to request and obtain Client's IRS records. Included in Client's IRS record is income information (W-2, 1099) that has been reported to the IRS. The licensed professional will review Client's IRS records for general accuracy and appropriateness. This document will be delivered in a separate email and is to be hand signed.
  - c) **Credit Consultation and Analysis** MS will assign a Credit Specialist to download credit reports from the three main credit bureaus (TransUnion, Equifax, & Experian). The Credit Specialist will review and evaluate each item on the report. The Credit Specialist will communicate directly with client and request additional information based on the reports, and advise on each trade item on the reports regarding their meaning and affect on credit score.
  - d) **Client Account Setup** The case setup fee encompasses all indirect expenses incurred in managing the case such the client's case folder set-up, maintenance/processing of payments made to MS, and storage of encrypted client information.

- e) **Investigative Tax Analysis** MoneySolver will communicate with the IRS to obtain information regarding Client's IRS record of accounts. MoneySolver will inquire about tax debt periods and associated balances, Collection Statue Expiration Dates, tax return filing requirements along with any other information that is relevant to Client's tax challenges as described to MoneySolver. MoneySolver will review the information and consult with Client as to the amount, extent and nature of all tax liabilities to determine which MoneySolver financial services best fit Client's specific situation. Client understands that this service is for an investigation only and does not include representation for resolution services. Client agrees that the fee for this service is non-refundable and will be applied against any additional fees if Client agrees to the recommend additional services.
- f) **Penalty Abatement Consultation** MS will assign a Tax Professional to consult with Client to determine if Client is a suitable candidate for a Penalty Abatement petition. Specifically, the Tax Professional will attempt to determine which of the Reasonable Cause Criteria (if any) best applies to Client's situation. If the Tax Professional determines that Client is in fact a suitable candidate, the Tax Professional will prepare all appropriate forms, letters and documents related to the Penalty Abatement Request and then make the submission to the IRS. The objective of this effort is to reduce or eliminate the penalty portion of Client's tax debt. Client understands that this service is being provided to Client on a "best-efforts" basis. This means that the IRS is the final determining authority and that neither the Tax Professional nor MS can guarantee the results or predict the outcome.

- g) **Customized Resolution Plan** MS will assign a licensed tax professional (Attorney, CPA or Enrolled Agent) to consult with Client regarding the scope and nature of the tax debt. The tax professional will then do the following: 1. Prepare an income and expense budget analysis. The purpose of performing this analysis is to determine an estimated Offer in Compromise settlement amount. This settlement amount is the tax professional's best estimate of the amount the IRS will settle Client's tax debt for. 2. The tax professional will then consult with Client regarding the outcome of the analysis and the anticipated amount of the estimated settlement amount. 3. If the estimated settlement amount is acceptable to Client, the tax professional will proceed with the submission of an Offer in Compromise request. The tax professional will prepare all of the required forms and documents necessary for the request of an Offer in Compromise settlement. 4. If the estimated settlement amount is not acceptable to Client, the tax professional will proceed with the submission of an Affordable Settlement Plan (PPIA). With the Affordable Settlement Plan, the tax professional will negotiate with the IRS on behalf of Client to obtain for Client a manageable payment plan which enables the Client to service the tax liability without fear of aggressive enforced collection activities. Client will make regular monthly payments to the IRS until the collection statutes expire. Depending on the amount of the monthly payment and the number of months remaining until the statute expiration date, Client may end up resolving the tax debt for less than the full amount owed. Client understands that the tax professional will not determine the estimated settlement amount until 50% of the case fee has been paid. Client also understands that, with the Affordable Settlement Plan, the monthly payment that the IRS will ultimately approve and agree to is determined by the outcome of the Income and Expense analysis. The licensed professional will assist Client with the proper and most advantageous preparation of the Income and Expense Analysis.