



RETAINER AGREEMENT

This Agreement is entered into by Client listed below (hereinafter "Client") and Tax Debt Services (hereinafter "Company") on the date affixed to the signature section below. Client retains the services of Company and Company agrees to represent Client, in the matters and for the fees set forth below.

SECTION 1. PARTIES' INFORMATION.

A. Client

First Name	Last Name	MI	Social Sec. #	Date of Birth
------------	-----------	----	---------------	---------------

Spouse

First Name	Last Name	MI	Social Sec. #	Date of Birth
------------	-----------	----	---------------	---------------

Street Address	City	State	Zip
----------------	------	-------	-----

B. Company Information

Tax Debt Services
27574 Commerce Center Dr. #237
Temecula, CA 92590
Phone: 800-822-4122 Fax: 858-799-0977

SECTION 2. FEES AND SERVICES.

- I. Company's representation of Client includes and is limited to the following services:
 - a. Tax Type: **Individual**
 - b. Agency/ies: **Federal**
 - c. Period: **2000-2017**
 - d. Services:

Service 1: Apply for an Offer in Compromise Settlement

II. Fee Overview

Client agrees to pay Company the following fees for Company's services:

Resolution Fee: \$2,400 \$200 a month for 12 months

Total Fees: \$2,400

III. Fee Determination

Company's fee is based on the information provided by Client to Company. If the amount owed reasonably exceeds the amount originally discussed or the circumstances involved are substantially different, Client understands and agrees that Company may charge additional fees. Additional fees will be discussed with Client when it becomes apparent that the amount owed or the circumstances involved are substantially different than Client initially claimed.

IV. Credit/Debit Card or Bank Withdrawal Payment

- a. Credit/Debit Card

Type (Visa/MC/Amex)	Card-holder Name
---------------------	------------------

Credit Card Number	Exp. Date	CVV2
--------------------	-----------	------

V. Credit/Debit Card Payment Policies

- a. If Company is unable to deduct the payment due because of 1) insufficient funds or 2) closed account, or if the credit/debit card charge is declined, Company reserves the right to cancel the Agreement or to charge a penalty and/or collection fee of \$35.00 per transaction. Client accepts responsibility for any overdraft fees charged by Client's financial institution.
- b. If Client needs to change any payment dates or amounts, Client must contact Company 72 hours prior to the payment date for consideration and agrees not to initiate chargeback or stop payment procedures. Company will, in good faith, attempt to assist all clients with payments on a case by case basis.
- c. If Client continuously modifies the payment arrangement, a \$35.00 transaction fee will be applied.
- d. No Chargeback Policy: If Client uses a credit card, debit card or electronic check to pay for services, Client agrees to not chargeback its card or stop payment on the check for ANY reason. If Client is dissatisfied with Company services or disputes a charge on this retainer agreement, Client agrees to contact Company to work out a resolution.

VI. Client understands that Client is paying for the services listed in the Agreement, and not for a particular outcome. This service is being provided based upon the financial information obtained from Client to Company. If this information proves at a later point to be incorrect, Company may at its discretion reduce the fees owed to Company and modify the service to the financially qualified service at that time.

- a. Client agrees that Company will make one attempt at the service offered. If that service is not obtained due to misinformation from Client, because of non-compliance of Client, or because Client is unresponsive, Company has no obligation to provide any further services and Client agrees that the performances required under this Agreement shall be provided in full.

VII. Payment Authorization

Client fully acknowledges and authorizes Company to make a charge to Client's credit card account for the amount outlined in this retainer agreement. Client understands and authorizes Company to make those payments as agreed upon. Client understands that it is Client's responsibility to assure that there are sufficient funds available to cover the monthly obligation, and further understand that any bank processing charges that Company may incur due to non-sufficient funds or chargeback fees incurred by Company may be withdrawn from Client's account as well.

SECTION 3. CLIENT DUTIES

- I. Client agrees to immediately notify and provide Company copies of any and all notices from the IRS and or State that are related to their tax situation. Client also agrees to immediately notify Company should they receive any calls from the IRS or any State taxing authority. Client further understands that they are not to engage in any conversations with the IRS or State taxing authorities during the term of this agreement.
- II. Client agrees to make timely payments and file returns as required by any agreements, settlements, and or compromises that are established by Company with the IRS, State tax authority(s), and or any other taxing authority as agreed to.
- III. Client agrees that Company representation of client is conditioned upon the client staying current with all future tax liabilities as they become due. Failure to stay current with any and all tax liabilities will be cause for termination of this agreement, as it would greatly affect the ability for Company to adequately represent the client.
- IV. Client further understands that the IRS and or State taxing authority(s), as a result of any non-compliance, may reject any resolution of the Client's tax delinquency matter.
- V. Client agrees to respond promptly and fully within 10 days of Company's, IRS's, State taxing authority(s), and or any other taxing authorities request for information or documents. Client further agrees that if Client does not respond promptly to request for documents or information, they may be subject to suspension or cancellation.
- VI. By signing this agreement, client agrees and acknowledges that Company has advised the client of the client obligation to fully and accurately disclose the nature and extent of the client's assets, liabilities and expenses. The failure to accurately disclose those assets, liabilities and expenses, whether overstating or understating, may ultimately invalidate any agreement entered into with any taxing authority.

SECTION 4. TERM

The term of this Agreement is either 1) 365 days from the date of this Agreement, or 2) until services are completed, or deemed terminated by either party, whichever of these two events occurs first.

SECTION 5. GROUNDS FOR TERMINATION

Company reserves the right to deem services terminated for reasons including, but not limited to, the following:

- I. Client provided false or erroneous information to Company which resulted in a rejection of an offer by the IRS
- II. Client failed to meet payment obligation as they became due, and failed to contact Company to discuss alternative payment plans

SECTION 6. SUSPENSION AND CANCELLATION DUE TO DELINQUENCY

- I. Client understands that if Client fails to respond to requests for documents or fails to pay agreed upon payments, such conduct will cause Client’s case to go into suspension status.
- II. Client understands that in suspension status, Client will not receive a refund of payment for work performed to that point.
- III. Client understands that Client is still obligated to pay according to the Agreement.
- IV. Once is suspension status, the case will be reactivated upon communication from Client and payment of a reinstatement fee of \$300.00.
- V. If Client fails to respond to a suspension, Client will be cancelled due to delinquency. Once in cancellation status due to non-responsiveness or delinquent payments, the case will be reactivated upon communication from Client and payment of a reinstatement fee of \$500.00.
- VI. Client understands that under these circumstances, Company is not responsible for the advanced stages of collection that may result while Client’s case is in suspension or in cancellation status.

SECTION 7. CANCELLATION AND REFUND POLICY

- I. Client may cancel this Agreement within three (3) days from the date of this Agreement by notifying Company in writing, by date stamped fax or date stamped email addressed to taxdebtserivces@gmail.com.
- II. Upon timely cancellation, Client can receive up to, but no more than, an 80% refund of the total fee paid to Company at that time.
- III. Client understands that cancellation outside of the cancellation period will result in forfeiture of the prior payments.
- IV. Client understands that should Client fail to perform under the Agreement or be in breach of any portion of the Agreement, Client will not receive any refund.

SECTION 8. CONTRACTUAL INTERPRETATION

- I. The Agreement shall be governed by and construed in accordance with the laws of the State of California.
- II. If a dispute arises, all parties to the Agreement hereby agree to legally binding arbitration through and before the American Arbitration Association (AAA) to be held in San Diego County, California regardless of proper venue.
- III. Should any provision of the Agreement be found void or unenforceable, the other provisions of the Agreement shall remain in full force and effect.
- IV. Client and Company agree that under no circumstances shall Company’s total liability to Client exceed an amount equal to the total amount of the fee paid by Client to Company.
- V. This Agreement represents the full and final version of the contract between Client and Company, and it supersedes any and all other agreements between the parties, whether oral or written.

SECTION 9. SIGNATURES

I, Client, hereby acknowledge that I have read, understood, and agree to all the provision of the Agreement. I further acknowledge that by signing this Agreement, I understand and agree that Company may charge me as agreed upon in Section 3 above, and that by signing this Agreement, it becomes binding upon me.

Client’s Printed Name

Client’s Signature

Date

Client’s Spouse Printed Name

Client’s Spouse Signature

Date