



# Parakletos Pre-paid Services

## AGREEMENT

Parakletos Professional Services will provide the following services in return for the agreed monthly or annual pre-paid fee and full compliance with all applicable terms of this Agreement:

1. IRS or State audit representation services
2. 20% discounts on additional services
3. Unlimited email consultation
4. Live chats on the internet, in-person or on the phone with various professionals
5. Personal financial planning information, instructions and worksheets
6. Practical business information
7. Strategies to lower taxes and IRS audit potential
8. Powerful and effective estate planning
9. Investment information and hot investment tips
10. Education and instructions on various investment procedures

## DEFINITIONS

In this Agreement, “you” and “your” refer to the “client named” in this agreement. “We” and “us” refer to Parakletos Professional Services the company providing audit defense, etc. “IRS” refers to the Internal Revenue Service and “State” refers to your state income tax authority.

- 1 **“Audit”** shall mean any communication (including telephone calls), initiated by the IRS or State income tax authority in which that agency wishes to audit, examine, review, investigate, propose change(s) or verify any item or items on the IRS or State tax forms.
- 2 **“Audit Defense”** shall mean that Parakletos Professional Services will represent and/or counsel you for five (5) hours of time. This will include answering questions relating to your audit and preparation time (counsel) for any meetings with the IRS that may be required, in the year in which you received audit notification **after** the Acceptance Date of this Agreement. Upon the consumption of the five (5) hours of time, given as a part of this agreement, any additional hours worked on your behalf will be charged at the discounted rate of \$96 an hour. (\$120 an hour discounted by 20%).
- 3 **“Audit Defense”** also means Parakletos Professional Services will:
  - a. Handle all future communications, including letters and/or telephone calls with the IRS or State on behalf of the client (except when the tax authority requires direct communication with the client),
  - b. Assign our staff team to manage your case,
  - c. Develop a strategy with you and meet with the IRS or State on your behalf,

- d. If circumstances warrant, consult whenever necessary, with a previously used tax preparer. Any fees incurred as a result of such consultation, are the **sole responsibility** of the client, **not** Parakletos Professional Services.
  - e. Appeal at the IRS or State on your behalf,
  - f. Negotiate with the IRS or State through Appeals and pre-litigation hearings of Tax Court,
  - g. Guarantee that no settlement will be reached with the IRS or State **without your approval and consent.**
4. "Acceptance Date" shall mean the date Parakletos Professional Services receives your application, payment as agreed, and your application is APPROVED.
  5. "Annual Pre-paid Services" shall mean the one-year period commencing with the Acceptance Date and ending on the day before that date the following year, during which the client receives all the services listed above, as well as, any additional services that may be added in the future.
  6. "Statute of Limitations" shall mean the time the IRS or State has to audit your tax return. The statute of limitations for the IRS and the State is typically 3 years. However, if fraud is suspected, the taxing agency may audit any year(s).
  7. "Tax Forms Covered" for the Personal client shall refer to IRS Form 1040 as well as related Federal and State forms and schedules. For Business client shall refer to IRS Forms 1041, 1065, 1120, 1120S as well as related Federal and State forms and schedules.

### **CONFIDENTIALITY**

As a pre-paid client of Parakletos Professional Services, your relationship with us is kept completely confidential. Your name, address and any other personal information will **not** be disclosed or sold to any other persons or firms.

### **MEMBER OBLIGATIONS**

Our commitment to you is to provide you with the highest caliber audit representation services available. We ask that you comply with the audit procedure and strategy actions recommended by Parakletos Professional Services, and its staff members who are working on your behalf. If you are unable to maintain this commitment, Parakletos Professional Services cannot be responsible for the outcome of your audit and reserves the right to cease providing services.

1. Upon receipt of any communication from the IRS or any State, IMMEDIATELY call Parakletos Professional Services at 1-918-486-2004.
2. Provide Parakletos Professional Services with the required IRS or State Power of Attorney in a timely manner. This will enable us to communicate with the IRS or State on your behalf.
3. Provide the information and documentation necessary to substantiate the various items of income and expense in question so that we can properly represent you.

## **AUDIT DEFENSE PLAN LIMITATIONS**

Parakletos Professional Services is dedicated solely to legitimately protecting the rights and assets of our clients in the event of an audit. The following defines our service limitations:

1. We do not provide legal assistance, nor represent our clients in Federal or State Tax Court.
2. We do not provide legal assistance in defending issues of civil or criminal fraud.
3. We do not prepare or amend our members' Federal, State, or Local income tax returns unless solicited to do so.
4. We will not reconcile checkbooks, organize records or do record keeping and bookkeeping for our clients.

## **AUDIT DEFENSE PLAN EXCLUSIONS**

Certain audits, tax returns, and issues of audit may be excluded from the covered audit representation for any of the following reasons:

### **1. PRE-EXISTING CONDITIONS**

a. If you received notice of Audit from the IRS or State **prior to** the Acceptance Date of this Agreement, the audit representation services for that audit are excluded. As a member, you can receive 20% discount for pre-existing conditions.

b. If you have received a request from the IRS or State to extend the Statute of Limitations (Form 872A) **prior to** the Acceptance Date, that tax return only is excluded from audit representation services,

### **2. OWNERSHIP INTEREST IN OTHER TAX ENTITIES**

a. If you have an ownership interest in a Corporation, Partnership, LLC, Trust, Estate, or Tax Shelter that has been contacted for an Audit, and you do not have a Business Client Agreement with Parakletos Professional Services, audit representation services for that tax entity are excluded.

b. If you have Audit representation for a Partnership or Corporation (as defined in Paragraph 7 under "Definitions"), and you file any income tax return eight months later than your corporate filing deadline, that tax return only is excluded.

### **3. LATE OR DELINQUENT FILERS**

If you have any tax return that is filed later than one year from its due date, including extensions, that tax return only is excluded. For example, a Form 1040 tax return due 4-15-06 must be filed by 4-15-07. However, we can waive this rule under certain circumstances. Please call us to establish the condition under which that return may qualify for audit representation service and it will be added to your pre-paid service Agreement.

### **4. FILING OF A RETURN WITH AN UNPAID BALANCE**

If you file any income tax return with an unpaid balance due, the issue of the IRS or State collecting the balance due is excluded only.

## **5. PASS THROUGH ADJUSTMENTS**

If you have ownership interest in a Corporation, Partnership, LLC, Trust, Estate, or Tax Shelter that receives an audit notice, the outcome of the audit could result in an adjustment to your personal return. The adjustment is the result of a closed audit; therefore the outcome cannot be changed. That issue only is excluded.

## **6. TAX PROTESTORS**

Parakletos Professional Services will exclude anyone protesting the taxing of income on economic, religious, legal or constitutional grounds, or other frivolous claims.

## **7. CRIMINAL INVESTIGATION DIVISION (CID)**

If you are currently under investigation by CID, you are excluded from representation until the completion of the CID investigation. Should the CID determine that no criminal charges will be filed, then we will provide audit representation.

## **8. OTHER TAXES**

Your audit representation plan is limited to the type of income tax return listed on Page 1 of this agreement. Payroll tax, estate and gift taxes, and compliance audits of pension and profit sharing plan are excluded from the audit representation plan.

{reminder of page intentionally left blank}

**AUDIT DEFENSE PLAN EXECUTION**

**This agreement is entered into by \_\_\_\_\_, located at  
Business Name otherwise Client's Name: \_\_\_\_\_  
on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and Parakletos Professional Services.**

\_\_\_\_\_  
Client's Name (Please Print) Client's Phone Number

\_\_\_\_\_  
Client's Spouse Name (Please Print) Client's Fax Number

\_\_\_\_\_  
Client's E-Mail

**PLEASE CHECK ONE OF THE FOLLOWING:**

For a Personal Client, this acknowledges receipt of \$300.00 for one year of pre-paid services or completed arrangement of \$30.00 per month drafted from a credit card, checking or savings account.

For a Business Client, this acknowledges receipt of \$400.00 for one year of pre-paid services or completed arrangement of \$40.00 per month drafted from a credit card, checking or savings account.

For Bonus Special, ( Personal Plus Business Client ), this acknowledges receipt of \$400.00 paid upfront for one year of pre-paid services.

**Signed :**

\_\_\_\_\_  
Client Client's Spouse

\_\_\_\_\_  
Parakletos Representative Date

\_\_\_\_\_  
MEMBERSHIP NUMBER: