

AUDIT ASSISTANCE TAXPAYER AGREEMENT

This Audit Assistance Taxpayer Agreement (this "Agreement") is entered into by and among My Protection Plus, LLC ("Protection Plus"), and the undersigned Taxpayer. This Agreement will become effective upon the date it is signed by the last party to sign it (as indicated on page 4 by the date associated with that party's signature).

1. Definitions

The following definitions are applicable to the Agreement.

- a. **"Assessment"** means an initial assessment by the Internal Revenue Service (IRS) against the Return for additional taxes, penalty and/or interest that is made within three (3) years from the original filing date.
- b. **"ERO"** means the Electronic Return Originator participating in the Program approved and authorized by Protection Plus.
- c. **"Error"** means a miscalculation by a Tax Preparer or certain mistakes by the Tax Preparer that result in an assessment.
- d. **"Program Fee"** means the fee charged by Protection Plus for a Taxpayer to participate in the Program.
- e. **"Protection Plus Audit Assistance Program"** (or the **"Program"**) is a warranty program offered by My Protection Plus, LLC.
- f. **"Return"** means an IRS acknowledged individual federal tax return form 1040 (including schedule A, C and E) for the Tax Year 2013 and is not otherwise excluded in this Agreement.
- g. **"Tax Preparer"** means the individual completing and signing the acknowledged 1040 return as the paid preparer.
- h. **"Taxpayer"** means the individual for which the Tax Preparer completes and signs an acknowledged 1040 return.

2. Services provided by Protection Plus under the Program

From the time your return is funded and the MPP fee is paid and for a period of three (3) years after the filing deadline of April 15, 2014 (not including any extensions), if the Taxpayer's Return is audited by the IRS or the IRS denies any of the credits described in Section 2.9, MPP will provide the Taxpayer with the following services (collectively, the "Services"):

- 2.1 Evaluation of all related IRS correspondence.
- 2.2 Explanation of claim requirements and the available options.
- 2.3 Consultation and strategic planning.
- 2.4 Professional document review, consultation and organization.
- 2.5 Drafting of letters and other necessary correspondence as needed.
- 2.6 Assistance with telephone communication with the IRS agent for explanations and discussions during the audit process.
- 2.7 Reimbursement of up to \$2,500.00 in additional taxes, penalties and interest, subject to the limitations and qualification criteria described in section 5.

REIMBURSEMENT PROVISIONS OF THIS CONTRACT ARE NOT AVAILABLE AND WILL NOT BE PAID TO TAXPAYERS WHO RESIDE IN THE FOLLOWING NINE STATES, PUERTO RICO OR IN ANY OTHER STATE IN WHICH APPLICABLE LAW PROHIBITS MPP FROM MAKING SUCH PAYMENT.

ALASKA, ARKANSAS, CONNECTICUT, IDAHO, MAINE, NEW HAMPSHIRE, NORTH DAKOTA, RHODE ISLAND AND TENNESSEE.

- 2.8 Assistance with all forms including schedules A, C, and E unless excluded below in section 3.
- 2.9 Assistance with denied credits when the Return is unfunded, including: Earned Income Credit, Child and Dependent Care Credit (form 2441), Education Credits, Child Tax Credit, Additional Child Tax Credit, Adoption Credit, Credit for the Elderly or Disabled, Savers Credit.
- 2.10 Assistance with rejected W-7 applications.
- 2.11 Tax debt relief including but not limited to Installment Agreements, Offer in Compromise, Tax Penalty Abatement, Streamline Installment Agreements, Tax Liens, Wage Garnishment Relief, Innocent Spouse Relief provided that Taxpayer meets all IRS guidelines for approval of the applicable debt relief and pays all associated governmental fees.

3. Exceptions to the Program

The following types of tax returns are specific exceptions to the Program and Protection Plus is under no obligation to provide Taxpayer with the Services in connection with such returns:

- 3.1 Non-Resident federal returns.
- 3.2 Amended returns.
- 3.3 Returns other than individual 1040 returns including, but not limited to, corporate, partnership, trust, estate, gift and employment returns.
- 3.4 Returns in which the Taxpayer, Tax Preparer or ERO had knowledge of additional taxes owed as of the date of this Agreement.
- 3.5 Returns prepared with gross negligence, recklessness, intentional misrepresentation or fraud on the part of the Taxpayer, ERO or Tax Preparer.
- 3.6 State or local returns.
- 3.7 Returns that have become subject to IRS criminal investigations.
- 3.8 Returns that address foreign income, flow-through entities (partnerships and S-corporations as reported on Schedule K), court awards and damages, bartering income, cancelled debt, estate and gift tax.
- 3.9 Returns that address the following credits: Foreign tax credit, Plug-in electric vehicle credit, Residential energy efficient property credit, Mortgage interest credit, Credit to holders of tax credit bonds, Health coverage tax credit, "Credit" for prior year minimum tax, "Credit" for excess Social Security tax or railroad retirement tax withheld.

4. Taxpayer Responsibilities

In order for Protection Plus to be obligated to provide the Services to Taxpayer, the Taxpayer agrees to take the following actions:

- 4.1 Contact the IRS (with the assistance of Protection Plus) per the audit notice received to request an extension of the deadline for responding,
- 4.2 Notify Protection Plus of any IRS correspondence or notice regarding the Return within fifteen (15) days from the date of such notice along with a complete copy of the Return.
- 4.3 Provide Protection Plus any further assistance or documents as requested that support claims made on the Return.
- 4.4 Pay the Program Fee to Protection Plus. The Program Fee for returns requesting a financial product is to be made at the time of IRS funding. If the Return is unfunded or a non financial product, ERO must remit the Program Fee directly to Protection Plus within 30 days after the return is acknowledged by the IRS or this Agreement will automatically terminate and Protection Plus will be relieved from performing its obligations hereunder. Protection Plus will have no

obligation hereunder unless and until the Program Fee is paid except as provided for in section 2.9.

5. Reimbursement Policy and Criteria

5.1 A Taxpayer's eligibility for reimbursement of assessed penalties, interest and taxes are determined on a case by case basis by Protection Plus's Claims Committee. Subject to the limitations described in Section 5.2 below, if the audit is a result of a legitimate error made by a participating ERO or Tax Preparer, Protection Plus will reimburse the affected Taxpayer for additional income tax liabilities, penalties and interest assessed. The reimbursement payment made by Protection Plus is limited to \$2,500.00 for the Return. Qualified reimbursements will be paid by Protection Plus only after all of the obligations of Taxpayer in Section 4 are satisfied and the Taxpayer provides Protection Plus with proof satisfactory to Protection Plus that either (a) all tax obligations have been paid in full to the IRS or (b) the Taxpayer is current with any payment agreement entered into with the IRS.

5.2 Notwithstanding anything contained herein to the contrary, the Taxpayer is not eligible for reimbursement if the additional tax liability, penalty or interest is assessed as a result of:

5.2.1 Incomplete, incorrect or misleading information intentionally provided by the Taxpayer, Tax Preparer or ERO.

5.2.2 ERO's or Tax Preparer's reckless failure to include W-2, 1099 or any other taxable income on the Return.

5.2.3 The Taxpayer's inability to provide the IRS or Protection Plus with sufficient records to support any item on the Return, including (but not limited to) filing status, deductions, expenses or dependents.

5.3 REIMBURSEMENT PROVISIONS OF THIS CONTRACT ARE NOT AVAILABLE AND WILL NOT BE PAID TO TAXPAYERS WHO RESIDE IN THE FOLLOWING NINE STATES, PUERTO RICO OR IN ANY OTHER STATE IN WHICH APPLICABLE LAW PROHIBITS MPP FROM MAKING SUCH PAYMENT.

ALASKA, ARKANSAS, CONNECTICUT, IDAHO, MAINE, NEW HAMPSHIRE, NORTH DAKOTA, RHODE ISLAND AND TENNESSEE.

6. Disclosure of Information

Taxpayer hereby agrees that his/her specific taxpayer information, including all information that Taxpayer has disclosed to the ERO or has been included on the Return, may be disclosed by the ERO to Protection Plus and used by Protection Plus in the manner consistent with this Agreement. Taxpayer and ERO each acknowledge and agree that they have read this Agreement and understand the terms and conditions of the Program.

7. Disclaimer

Failure to comply with procedure and strategy actions recommended by Protection Plus may result in an IRS ruling unfavorable to the Taxpayer. Failure or refusal to comply with requests or instructions from the IRS during the audit may result in adverse actions taken by the IRS to Taxpayer's detriment. In either case Protection Plus will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.

By signing below, both the Taxpayer and ERO represent and warrant that each have complied with and satisfy all terms and conditions of the Program. The Taxpayer and ERO further represent and warrant that they have truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS rules, regulations, procedures, guidelines, publications and requirements, and that the protection provided under the Program is conditioned upon such completion.

I/we understand the representations I/we have made and accept the Protection Plus Program for the year 2013 and consent to disclosure and use of my/our Return and related information hereunder solely for purposes of offering and administering the Program for the Return to which this Agreement applies.

Taxpayer(s)' Signature(s)

Signature

Date _____

Print Name

Signature

Date _____

Print Name

Protection Plus
claims@myprotectionplus.com
Phone # 866-942-8348
Fax# 850-424-1192