

Audit Proof Records *Client Agreement*

This Audit Proof Records Client Agreement (Agreement) is legally binding between the Client and Tax Centers of America, Inc., (TCOA), either as (Party) or collectively as (Parties); for purposes of establishing terms & conditions between the Parties in offering online financial record-keeping services, provided by TCOA through its online service referred to as Audit Proof Records (APR).

The term of this Agreement shall be twelve (12) months from the date in which the Agreement is subscribed below by signature of the Parties. It is annually renewed by verbal or signed consent of the Parties. Either Party may terminate this Agreement at any time for whatever reason provided that a written intent for termination is submitted by either Party in writing ninety (90) days in advance of the next tax quarter. This Agreement shall not be assignable or transferrable.

Upon initial enactment of this Agreement, the Client will pay a one-time set-up fee of \$25.00, which shall not be annually renewable. APR offers three Plans through which the Client may be provided service:

1. Basic Plan (\$7.50 per month) – the “Basic Plan” provides full access to TCOA’s Audit Proof Records website twenty-four (24) hours per day, year-round where there is internet availability. The basic service provides for multiple bank account transactions, business income, mileage & expense reporting, electronic receipt scanning, product/inventory controls, customer contact database, profit & loss reports, and business mileage & expense reports.
2. Extended Plan (\$27.50 per month) – the “Extended Plan” provides full access to TCOA’s Audit Proof Records website twenty-four (24) hours per day, year-round where there is internet availability. The “Extended Plan” provides all the services of the “Basic Plan,” with the additional services of an assigned TCOA tax professional to work with the Client in monitoring & reviewing account details for purposes of maximizing tax benefits.
3. Premium Plan (\$35.00 per month) – the “Premium Plan” provides full access to TCOA’s Audit Proof Records website twenty-four (24) hours per day, year-round where there is internet availability. In addition to those services provided through the “Basic Plan” and the “Extended Plan,” the “Premium Plan” provides for the preparation and electronic filing of the Client’s business tax return at no additional charge for the tax year of the Agreement’s term. Under TCOA’s “Pledge” to its tax customers, professional representation will also be provided should the Client be audited by any tax agency (See “Disclaimer”).

The Client grants to TCOA the right to automatically charge its monthly fee to a credit card of record, making the transaction no later than the 20th day of the month prior to the next month’s subscription fee. Should a notice of termination to this Agreement be provided by either Party, the Client grants to TCOA the right to automatically charge the remaining ninety (90) day period of the term in a one sum total transaction upon written notice of the intent to terminate.

DISCLAIMER: The Client understands that “Audit Proof” is a relative term dependent on the responsible and consistent entry of accurate & truthful information into the Audit Proof Records system by the Client as it is designed to be used. The term “Audit Proof” should not be taken as a guarantee in any way that the Client’s business will never be audited by a tax agency; nor, that using the system guarantees no enforced ramifications by the auditing agency. The Audit Proof Records system has been designed in expectation of most federal & state guidelines for proper tax accounting of business income & expenses. TCOA is not responsible for any erroneous or fraudulent information entered by the Client to the Audit Proof Records system. TCOA is not responsible for the requirement of the Client by the IRS or state tax entity for an audit of their business. Under the

provisions of the Premium Plan, TCOA will provide representation with the Client to the auditing agency, should an audit be required.

The APR system is an online service requiring an electronic device connected to an internet service provider (personal desktop or notebook computer, iPad or cellular Smart phone). TCOA recommends a personal desktop or notebook with at least 1GB of RAM and 1GB of free hard drive space; Windows XP or higher; compatible browsers include Internet Explorer, Fire Fox, Google Chrome or Safari. We recommend a DSL internet connection, but any internet connection is sufficient. A printer, scanner and an email address is also required. For scanning receipts when away from a desktop device will require a Smart phone or iPad device. Even though APR provides archival back-up of all Client data, we recommend an external source of back-up (external hard drive, flash drive, compact disc, etc.) for Client reports and other data.

This Agreement is accepted by TCOA in the City of Russellville, County of Pope, State of Arkansas. This Agreement and the relationship between the Parties will be interpreted under laws of the State of Arkansas. The Parties agree that any and all issues or disputes between them will be mediated, arbitrated, tried, heard and decided in this venue.

This Agreement is enacted by subscription of these dates & signatures:

Signature of Client

Signature of TCOA Representative

Printed Name

Printed Name

Date

Date

Company Name: _____

D/B/A: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Website Address: _____