

# **New Tax Resolution Client Enrollment Form**

### REFERRAL PARTNER INFORMATION

Referral Partner: Date Enrolled:

	CLIENT IN	FORMATION PROPERTY OF THE PROP		
Client Name:		SS#:		
Date of Birth:	Email Address:			
Spouse Name:		SS#:		
Date of Birth:	Email Address:			
Mailing Address:				
City:		State:	Zip:	
Home#:	Cell #:	Ma	y We Text You? _	YES
State Tax Issues: Y	ESNO If So	o, What State: _		
Wage Levy or Bank Levy	?:YES	NO RC	Assigned:	_YES

Our Unique Six-Step Resolution Package will evaluate your overall tax issue and current financial situation to determine the best outcome for your specific situation. This agreement covers the first (2) two steps ONLY and does not provide representation but rather a detailed IRS Account Review Report and Road Map to Resolution to identify the problem and outcomes that you can expect if you move forward with our representation services. We will go over the report and road map options in 5-10 days via email or a phone call so that you are aware of exactly how we can help you resolve your issue. At that time, we will also explain any fees that will be required to move forward and the various payment methods available for your case. NOTE: By signing the IRS Form 2848 Electronically, you are providing us with a limited Power of Attorney to sign your name on the exact IRS form 2848 if IRS does not process your digitally signed Form 2848. By signing this document, you understand that signing this form means you are the person listed on IRS form 2848 and therefore, under penalty of perjury, you specifically authorize this form to be used as a specific use Limited Tax Matter Power of Attorney designed to allow us to physically sign IRS form 2848 ONLY on your behalf.



### **Detailed IRS Account Review Report Engagement Agreement**

This Agreement is being provided to you as part of the Tax Resolution and Financial Solutions services offered through Whitewood Solutions. This document contains material terms and conditions regarding our services, including an arbitration provision. Please take a few moments to read and complete this form and return it with your business and/or personal tax information needed in order to assist with resolving your tax situation. Furthermore, signing this agreement authorizes us to utilize the agreement in the capacity of a legally binding; specific use Limited Tax Matters Power of Attorney. More specifically, you are authorizing us to use this limited Power of Attorney to sign your name on IRS form 2848 if the IRS does not process your digitally signed Form 2848 for any reason.

1. <u>Taxpayer Information</u> (Taxpayer(s) must sign and date this form)

Taxpayer's name	Taxpayer's Social Security No.	Birthdate	
Spouse's name (if joint tax return)	Spouse's SSN (if applicable)	Birthdate	
Mailing Address	City State	ZIP	
Phone Numbers	Email Address		

#### 2. Terms

- a) The terms "you" and "yours" refer to the person or persons signing below
- b) The terms "we," "us," "our" refer to Whitewood Solutions, a DM3 Ventures, Inc company
- c) The term "Whitewood" refers to Whitewood Solutions
- d) The term "Processor" refers to Whitewood Solutions
- e) The term "Agreement" means this IRS Account Review Report Agreement.
- f) The term "Service" means the process by which "we" will develop a resolution plan using data directly from IRS
- 3. <u>Our Services.</u> Whitewood Solutions, provides Tax Resolution Services and Other Tax Related Services. We will develop a resolution plan designed to resolve your tax issue that is tailored to your unique situation based on the data provided to us by IRS. You understand and acknowledge that there are no guarantees that the IRS or state taxing authority will accept any offer made in connection with the Tax Resolution Services.

**NOTE:** We are NOT representing you before the IRS or State Taxing Authority under this agreement and a NEW agreement will be required should you decide to allows the opportunity to represent you with this matter. This is a review of all IRS records and includes the development of a resolution plan that will need to actually be implemented by a tax professional or the taxpayer may choose to handle it on their own.

- 4. <u>Fees for Our Services.</u> You understand that we charge a flat fee for our IRS Account Review Report and Resolution Development Plan Service. The fee for your Account Review Report Service is waived as a courtesy for being a client of the referral partner who enrolled you. No payment is due for this service)
- **5.** Payment Method and Schedule. Your Fees are waived for this service so this section is blank.
- **6.** Your Right to Cancel and Refunds. You may cancel your Services at any time. Upon notification that you want to cancel your Services, we will cease working on your file and return to you any papers you provided to us.

If you cancel your Services within three (3) days of signing this Agreement, we will refund to you in full any fees you have paid. If you cancel your services after three (3) days of signing this Agreement, you acknowledge and agree that we are entitled to all fees previously billed and paid by you.

- 7. Acknowledgement of Services and Confidentiality. You acknowledge that we are not a law firm and we do not provide legal advice or services. On occasion, we may use vendors and/or third parties to help us or Whitewood in providing the various Services offered. Subject to applicable law, we may disclose information to third parties about you: (i) where it is necessary for completing a transaction or providing the agreed upon Services; (ii) in order to verify the existence and condition of your tax liabilities or past due accounts; (iii) in order to comply with governmental agencies or court orders; (iv) as otherwise required or permitted by law or government regulation; and (v) and as stated in our privacy policy.
- ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOU RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. Any claim or dispute ("Claim") by either you, us, Whitewood or Processor against the other(s) arising from or relating in any way to the Services, this Agreement, or any transaction conducted with us. Whitewood or Processor or their respective affiliates or assigns will, at the election of either you, us, Whitewood or Processor, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such claims are based on law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Agreement. As used in this arbitration provision, the term "Claim" is to be given the broadest possible meaning, and included claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of the small claims court, you may file your claims there. Any appeal from a decision of a small claims court shall be subject to this arbitration provision. The arbitration, including the selection of the arbiter, shall be administered by the American Arbitration Association ("AAA"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer-Related Disputes. To start arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice to you may be provided to you at your last known address or such other address as we may have in our records. All fees and costs are allocated pursuant to the rules of the AAA. The arbiter may award any fees, cost, and expense including attorney's fees, as permitted by the administrator's rules. If you request in writing that we bear your filing, administration and/or arbitration fees and you are acting in good faith, we will pay or reimburse you for such fees. Also, we will pay these fees if applicable law requires us to or if we must bear such fees in order for this arbitration provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration, provided that we will pay your fees if you prevail on a Claim you assert or if we must bear such fees in order for this arbitration provision to be enforced. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration. You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019. Their website is www.adr.org. and telephone number is 800-778-7879. You agree that under this Agreement, you, Whitewood, Processor and us are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbiter shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages, declaratory, injunctive and other equitable relief, and attorney's fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator's rules. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, expect for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to

make this arbitration provision enforceable. This arbitration provision shall survive termination or suspension, or expiration of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on as a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

9. Consent and Governing Law. You certify that all the information contained in this Agreement is true and correct. You understand that no one can guarantee the outcome of the Tax Resolution Services and whether any taxing authority will accept any offers in compromise or payment plans. You understand that the services outlined in Agreement may only involve a portion of the Tax Resolution Services that are required. If we exercise our right to deny offering the Tax Resolution Services herein, we will notify you in writing at the address listed above of such decision and the reason for such decision. You also understand that you shall in all events be fully and directly responsible to pay all fees and charges for the Tax Resolution Services as provided herein. You understand that this Agreement shall be governed by applicable federal laws and the laws of the Commonwealth of Virginia.

By signing below, you certify that you ('includes all signers below') acknowledge receiving a completed copy of the Agreement and further certify that you have read, understand and agree to all the terms and provision set forth in the Agreement, including the Arbitration Provision, which is specifically incorporated herein by reference, and acknowledge receiving a completed copy of the same.

Lastly, you understand that for this agreement to be deemed valid that you must receive an electronic copy of this agreement via email with an authorized signature on the lines below your signature. This agreement is not yet effective until it is signed by an authorized party on the lines below your signature(s).

Primary Taxpayer Signature	
Spouse Signature	 Date



## **Consent to Disclosure of Tax Return Information**

("we,"	("we," "us" and "our")		
Printed name of Tax Preparer			
Federal law requires this consent form be provided to you ("you" refers to each taxpayer, if more than one). Unless authorized by law, we cannot disclose your tax return information to third parties for purposes other than the preparation and filing of your tax return without your consent. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.			
You are not required to complete this form to engage our tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year from the date of signature.			
You have indicated you are interested in obtaining tax resolution services. To provide you with this service, we must disclose your tax return information, as indicated below, to DM3 Ventures, LLC d/b/a Whitewood Tax Solutions who assists us in providing those services to you.			
By signing below, I (including each of you if there is more than one taxpayer) authorize Liberty Tax Service to disclose my tax return information that is necessary for Whitewood Tax Solutions to provide tax resolution services.			
Printed Name of Taxpayer:	-		
Taxpayer Signature:	Date:		
Printed Name of Joint Taxpayer:	_		
Joint Taxpayer Signature:	Date:		
If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at <i>complaints@tigta.treas.gov</i> .			

WW Packet Copy 6/13/14



## **Consent to Use of Tax Return Information**

("we," "us" and "our")			
Printed name of Tax Preparer			
Federal law requires this consent form be provided to you ("you" refers to each taxpayer, if more than one). Unless authorized by law, we cannot use your tax return information for purposes other than the preparation and filing of your tax return without your consent.			
You are not required to complete this form to engage our tax return preparation services. If we obtain your signature on this form by conditioning our tax return preparation services on your consent, your consent will not be valid. Your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year.			
For your convenience, we have entered into arrangements with DM3 Solutions to provide tax resolution services.	3 Ventures, LLC d/b/a Whitewood Tax		
To determine whether this service may be of interest to you, we will nee	ed to use your tax return information.		
If you would like for us to use your tax return information to determine please sign and date this consent to the use of your tax return information			
By signing below, you (including each of you if there is more than information you provide to us to determine whether to offer me and program.	<b>*</b> * ,		
Printed Name of Taxpayer:			
Taxpayer Signature:	Date:		
Printed Name of Joint Taxpayer:	-		
Joint Taxpayer Signature:	Date:		
If you believe your tax return information has been disclosed or used a law or without your permission, you may contact the Treasury Institution (TIGTA) by telephone at 1-800-366-4484, or by email at <i>complaints@t</i>	pector General for Tax Administration		

(Rev. Dec. 2015) Department of the Treasury Internal Revenue Service

Part I

## **Power of Attorney** and Declaration of Representative

▶ Information about Form 2848 and its instructions is at www.irs.gov/form2848.

**Power of Attorney** 

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

OMB No. 1545-0150				
For IRS Use Only				
Received by:				
Name				
Telephone				
Function				
Date / /				
·				

1	Taxpayer information. Taxpayer must sign and date this form on	page 2, lir	ne 7.			, ,	
Taxpay	yer name and address		Taxpayer identificatio	n number	(s)		
			Daytime telephone nu	ımber	Plan numb	per (if applicable)	
hereby	appoints the following representative(s) as attorney(s)-in-fact:						
2	Representative(s) must sign and date this form on page 2, Part II.						
	and address		CAF No.				
		CAF No					
		Telephone No.					
	_		E NI.				
Check	if to be sent copies of notices and communications	Check	if new: Address		ne No. 🗌		
Name and address			CAF No.				
			PTIN				
			Telephone No.				
Check	if to be sent copies of notices and communications	Check	Fax Noif new: Address	Telenhor	ne No 🗆	Fax No.	
-	and address	Officer	CAF No.	•			
INAITIE	and address		PTIN				
			Telephone No.				
(Note: IRS sends notices and communications to only two representatives.)			if new: Address	Telephor	ne No. 🗌	Fax No.	
Name	and address		CAF No.				
			PTIN				
		Telephone No.					
						·····	
<u> </u>	IRS sends notices and communications to only two representatives.)		if new: Address	Telephor	ne No.	Fax No.	
to repr	esent the taxpayer before the Internal Revenue Service and perform Acts authorized (you are required to complete this line 3). With the except		-	authoriza m	av roprocentativ	a(a) to receive and	
3	inspect my confidential tax information and to perform acts that I can perfor				• •	• •	
	shall have the authority to sign any agreements, consents, or similar docume						
Descri	ption of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower,	<u> </u>					
Prac	ctitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility	Tax Form Number (1040, 941, 720, etc.) (if applicable)			Year(s) or Period(s) (if applicable) (see instructions)		
P	Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	(1040,	0+1, 720, 0to.) (II applie	abic)	(300 11	istractions)	
4	Specific use not recorded on Centralized Authorization File (						
	check this box. See the instructions for Line 4. Specific Use Not						
5a	Additional acts authorized. In addition to the acts listed on line 3 instructions for line 5a for more information):	above, I a	authorize my representa	tive(s) to p	perform the fo	ollowing acts (see	
	☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;						
	_						
	Other acts authorized:						

Form 2848 (Rev. 12-2015) Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability. List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you do not want YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT. Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer. ▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER. Signature Date Title (if applicable) Print Name Print name of taxpayer from line 1 if other than individual Part II **Declaration of Representative** Under penalties of perjury, by my signature below I declare that: I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service; • I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service; • I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and I am one of the following: a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below. **b** Certified Public Accountant – licensed to practice as a certified public accountant is active in the jurisdiction shown below. c Enrolled Agent - enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230. d Officer - a bona fide officer of the taxpayer organization. e Full-Time Employee - a full-time employee of the taxpayer. f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister). g Enrolled Actuary - enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230). h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information. k Student Attorney or CPA—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements. r Enrolled Retirement Plan Agent - enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)). ▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2. Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. Licensing jurisdiction Bar, license, certification, Designation-(State) or other registration, or enrollment Signature Insert above Date licensing authority number (if applicable). letter (a-r). (if applicable).