

## **Expanded Tax Assurance™ Terms & Conditions**

### **DESCRIPTION OF THE PLAN:**

**ELIGIBLE TAX RETURNS:** Subject to the limitations and exclusions below, Korhorn Financial Group (“KFG”) offers the Expanded Tax Assurance™ Program (the “PLAN”) only to U.S. residents related to filed individual federal, state, or local tax returns that have been prepared by KFG for the 2023 tax year.

**SERVICES:** Subject to the terms and conditions below, if you purchase the PLAN and your tax return is audited or a taxing authority questions the accuracy of your tax return, KFG will make available a CPA or IRS enrolled agent (but not an attorney) to represent you before the taxing authority. PLAN coverage is effective upon payment of PLAN fees, tax return preparation fees, and all additional fees incurred at the time your tax return is completed (“Fees”), which must be no later than October 15 of the year the tax filing was due. PLAN coverage will remain in effect until any applicable statutes of limitations for the applicable tax return(s) have expired.

### **CLIENT RESPONSIBILITIES:**

**TOTAL INCOME:** You represent to KFG that you have reviewed the items on your tax return to ensure it includes all sources of income, and that items or issues on such returns have not been, or are not currently, under examination by taxing authorities as of the date you pay for all Fees. If you have income that was not reported to KFG before your return is accepted by the IRS (or other taxing authority), your claim for PLAN coverage may be denied.

**DOCUMENTATION:** While receipts are not required for tax return preparation, you must make these documents available to the taxing authority and KFG when requested. If you are unable to provide such receipts, your claim for PLAN coverage may be denied.

**SUBSTANTIATION:** KFG prepared your tax return based on information provided by you and does not verify the accuracy of that information. It is your responsibility to substantiate the basis for any claimed deductions, expenses, or credits. If KFG determines that the deductions, expenses, or credits are reasonable and allowable according to IRS regulations, but they are still rejected by the IRS or taxing authorities, your claim for PLAN coverage may be denied.

**REASONABLE NOTICE:** You agree to notify KFG and provide all pages of the initial tax notice within 30 days after the date of the notice and prior to any call, conference, or audit with any taxing authority. If you don’t contact KFG within 30 days from the date of the first notice, or you communicate with the taxing authorities before notifying KFG, your claim for PLAN coverage may be denied.

**IRS ENGAGEMENT:** You agree to allow KFG, at its sole discretion and expense, to challenge any taxing authority’s determination that additional taxes, penalties, and interest are owed and otherwise represent you before the taxing authority. Any appeals process will not be included in this representation.

**AFFORDABLE CARE ACT:** If you purchase marketplace health insurance in accordance with the

Affordable Care Act, you must provide any applicable Form 1095A to KFG and confirm which months you received coverage and the amount you paid before your tax returns are filed. If you do not provide accurate and complete information related to your health insurance, your claim may be denied.

## **PLAN LIMITATIONS AND EXCLUSIONS:**

### THE PLAN DOES NOT APPLY TO:

- Non-individual tax returns such as: payroll tax filings; corporate, partnership, trust, and other entity income tax returns; occupation tax filings; and gift tax returns.
- Amended income tax returns (1040-X), unless the error at issue is the result of an error in the original tax preparation, which was covered by the PLAN.
- Non-resident income tax returns (1040-NR)
- The calculation of estimated tax payment vouchers or additional taxes owed as a result of an erroneous refund of your estimated tax payments by the IRS or other taxing authority.
- Any tax returns that you know to be in error, have additional taxes owed, or are not based on accurate and complete information.
- Any tax returns that have been, or are currently, under examination or audit as of the date of purchase of the PLAN.
- Any tax returns related to previous years.
- Any tax returns with errors that have been identified and corrected by KFG within 30 days of the original filing and prior to an assessment of additional taxes by a taxing authority.

### THE PLAN DOES NOT PAY FOR:

- Additional taxes, penalties, and interest that are assessed as the result of incorrect, incomplete, inconsistent, false, fraudulent, or misleading information that you have given to KFG in relation to the preparation of your return.
- Additional taxes, penalties, and interest that are assessed as the result of your failure to pay the taxes as shown to be due on your tax return.
- Additional taxes, penalties, and interest that are assessed as the result of your choice not to claim a deduction or credit.
- Additional taxes, penalties, and interest that are assessed as the result of changes in tax laws after January 1, 2024, which are applied retroactively to your 2023 tax return.

LEGAL ADVICE: You understand and agree that KFG is not engaged in rendering legal services or advice and the PLAN does not include legal services or advice.

**CANCELLATION:** If for any reason you are not satisfied with the terms of the PLAN, within seven (7) days of purchase, you may rescind the purchase of the PLAN and obtain a refund of the fee you paid for the PLAN by contacting any of our offices and notifying a team member. If you fail to comply with any of the requirements outlined in the “CLIENT RESPONSIBILITIES” above, KFG will not have any responsibility for providing PLAN services.

**LIMITED SCOPE:** Under the PLAN, KFG will represent you before the applicable taxing authority and assist you in responding to any covered taxing authority notices for up to six (6) hours or \$1,650 and you will not receive an invoice for this work. If additional hours or fees will be needed to resolve the issue, you will be notified before they are incurred. KFG will not be required to represent you during any appeals processes. The PLAN cannot be transferred by you to others.

### **CLAIMS PROCESS AND DETERMINATION:**

1. Provide a copy of your taxing authority notice and any related documents to a local KFG branch office within 30 days of receipt of the notice.
2. KFG will help you execute a Power of Attorney to authorize a CPA or Enrolled Agent from KFG to represent you before the taxing authority.
3. Our team will investigate the issue and if necessary, assist you in responding to the tax notice.
4. KFG may choose to challenge the taxing authority’s assessment of penalties, interest, or additional taxes owed.
5. If your tax liability increases as a result of a KFG tax preparation error that was discovered by you, your representative, or a taxing authority, KFG will reimburse you for additional taxes, penalties, and interest up to the lesser of: (1) the amount you owe to the taxing authority; or (2) the amount of your original tax preparation fee.
6. In some cases, the correction of an error will involve changes on multiple returns, including federal, state or local tax returns, which may result in an overpayment on one return and a balance due on another. In such cases, the overpayment and balance due may be netted in determining the amount KFG will reimburse you.
7. Payment will be issued as a check and mailed to the address listed on the tax return unless you request another mode of delivery.
8. If KFG’s payment to you is \$600 or more, you will receive Form 1099-MISC from us. Federal law states that if your tax liability is paid by someone else, the amount of that payment is treated as taxable income to you. Therefore, you will need to include the payment received under the PLAN on your tax return for the year in which the payment is issued. KFG is not responsible for the payment of any taxes you may owe on such income.