



Individual & Business Income Tax Services
Small Business Accounting Services

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1040 - INDIVIDUAL TAX RETURN ENGAGEMENT LETTER

Date: _____

Client: _____

Tax Year(s): _____

State/Local Return(s): _____

Dear Client:

My Tax Man (“we,” “us” or “our”) is pleased to confirm your engagement of us to perform the services for you, explained in this engagement letter (“letter”). This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. The Internal Revenue Service and other governmental agencies impose penalties on taxpayers, and on us as return preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please talk to us before you sign it.

We will prepare your Federal Income Tax Form 1040 and related Federal and requested state, local or other income tax returns and schedules (as listed above) from information that you will furnish us, for the year(s) listed above. We will not audit, review, compile or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. We may provide accounting and bookkeeping assistance in order to prepare your returns, but this work is not meant in any way to be a verification of the information provided by you. We may furnish you with tax organizers and/or questionnaires to guide you in gathering the necessary information. Your use of these forms will assist in keeping pertinent information from being overlooked. **If you have taxable activity in a state or locale other than that specifically listed, you are responsible for providing our firm with all information necessary to prepare any additional applicable state(s) or local income tax returns as well as informing us of the applicable locations.** We are responsible for preparing only the specific income tax forms for the specified reporting agencies listed in this letter. Any other required services, forms or other actions on our part require a separate engagement letter. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement letter.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to auto, travel, entertainment, and related expenses and the required documents to support charitable contributions. If you have any questions as to the type of records required, please ask us. **It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities (or returning signed electronic filing forms to us to allow for the filing of your tax returns).** We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. We will rely, without further verification, upon information you provide to us from third parties including, but not limited to, Forms K-1, 1099, 1098 and receipts and similar items. We will also rely on your representation of any amounts used for the preparation of your tax returns, whether written or oral, without any further verification when you do not provide it.

If you operate a business (including rental properties in some cases) and pay any one person or company more than \$600 in a year, you may be required to file Forms 1099. The due date for this filing is generally January 31st for the prior year reporting. **The penalties for not filing Forms 1099 can be in excess of \$500 per form not timely filed.** It is your responsibility to file all Forms 1099 by the due date. The form reporting business income and expense on your tax return with the IRS asks us to disclose whether **all** Forms 1099 have been timely filed. We will check this box according to the information you provide us, without review. If you state that you did file the forms, but did not, the penalties would potentially be increased. You must ask us to prepare these forms if you are not preparing them yourself.

If you have derived income from a foreign country, we will use the foreign country income information, which you provide, to calculate any applicable federal or state foreign tax credit or other affected federal or state income tax items. However, you are responsible for meeting any foreign country income tax or other foreign country reporting requirements. **If you have amounts invested in a foreign country, the IRS may require that you disclose this on special forms and/or separate information returns. Without your notification of such foreign investments, we will assume that you do not have any amounts invested outside of the United States that are subject to these reporting requirements.**

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates. Should you choose to appeal the findings of your

initial audit, we may refer you to a third party to assist you further. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter for which you desire our assistance, as certain rights of appeal can be waived if not timely asserted.

We WILL NOT automatically file tax extensions for clients—you must notify us by mail, email or fax if you wish us to file an extension, and the notification should include your estimate of any balance due with the extension. Failure to file an extension may make you subject to various penalties and interest. Additionally, if your return is extended, it does not relieve you from paying any tax due on the due date, or from making quarterly estimated tax payments for the current year. Failure to pay any tax due with the extension or failure to pay quarterly estimated tax payments may make you subject to various penalties and interest.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return so long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If a government agency should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments. **When a taxpayer reduces his or her income that is subject to social security tax, there is also a reduction in earned income reported to the Social Security Administration, which could reduce current and future benefits for the taxpayer and his or her dependents. You acknowledge and agree to the current tax reduction and the potential negative effects on future social security benefits for you, your spouse and any dependents.**

If we are asked by someone other than you to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged. In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend or a business associate. Therefore, we recommend that you contact us before releasing information to a third party.

It is our policy to keep records related to this engagement for no less than three years, after which they may be destroyed. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. Prior to each tax filing season, we send client organizers to most of our clients as a convenience to assist them with gathering their tax information. If you move or do not wish to receive an organizer, please notify us or we will send the organizer to the address we used on your prior year's tax return.

We will be available to answer your inquiries on specific tax matters and to consult with you on income tax planning as you may request of us. Advice we may give you regarding tax planning necessarily involves many assumptions regarding the future of tax rates, the tax system, your future income levels and other unknowns. You understand that some or all of these future events will not be exactly as assumed.

From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors. Accordingly, we suggest that you seek the advice of qualified investment advisors appropriate to each investment being considered. We will not advise you regarding the economic viability or consequences of an investment or whether you should or should not make a particular investment. From time to time during our relationship, you may require advice that is legal in nature. Since we are not lawyers, we suggest that you seek the advice of a qualified lawyer should a legal question arise. We will not, and are prohibited from, providing any legal advice.

You will be charged our regular rates for services performed under this engagement letter. Invoices that we deliver to you are due and payable upon presentation and are deemed delinquent if not paid within thirty (30) days after the date of the invoice. If any invoice is not paid within sixty (60) days after the date of the invoice, at our election, we may stop performing services until all outstanding and unpaid invoices are paid.

We may resign from performing services under this engagement letter at any time including, without limitation, as required by any professional and ethical rules imposed on us or any of our employees. You acknowledge and agree that if we terminate our services under this engagement letter for any reason, neither we, nor any of our employees, will be liable to you for any costs, expenses, liabilities or damages that arise from or relate to such termination of services. And even if we terminate or resign from performing our services, you will continue to be responsible for paying all outstanding and unpaid invoices and for services we rendered up to the time of our termination of or resignation from performing services, if any. Our services will conclude upon delivery of the completed income tax returns listed above or upon our suspension of services or resignation from the engagement.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on the heirs, successors and assigns of you and us.

We want to express our appreciation for this opportunity to work with you. Please be assured that we will prepare your tax return as accurately as possible with the information provided and that we stand behind our work.

Sincerely,
My Tax Man

PRIVACY POLICY OF MY TAX MAN

It has always been the policy of My Tax Man to keep all information that we collect from you confidential from all external sources, except as required by law or requested by you. As required by the Gramm-Leach-Bliley Act of 1999, our privacy policy is as follows:

We collect nonpublic personal information about you from the following sources:

- 1.) Information we receive from you on applications, tax preparation organizers, worksheets and other documents we use in tax preparation or in providing bookkeeping, financial services or other services;
- 2.) Information about your transactions with us, our affiliated or others; and
- 3.) Information we receive from consumer reporting agencies.

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted or required by law or authorized by you. We restrict access to nonpublic personal information about you to members of our firm who need to know that information to provide services to you or to others that you give us permission to share information with. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ACKNOWLEDGMENT

Please date and sign this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement, including all responsibilities and terms listed in this letter titled "1040 - Individual Tax Return Engagement Letter." These pages are meant to be included with this acknowledgment; if they are not included, please ask us for them. It is our policy to initiate services after we receive the executed engagement letter. If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect. You understand that information provided by you to My Tax Man may be used as necessary in the collection of money owed by you to My Tax Man. In addition, you acknowledge receipt of the privacy policy above in compliance with the Gramm-Leach-Bliley Act of 1999. If you would like a copy of this signed letter, please let us know and we will be happy to provide you with one.

Accepted by: _____

Date: _____