



Individual & Business Income Tax Services
Small Business Accounting Services

3345 NE Wasco St. • Portland, Oregon 97232 • (503) 234-0226 • info@mytaxman.net

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. We are not responsible for the omission of information that you have not brought to our attention. 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. 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), 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 request that we 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; we do not prepare foreign tax reports. If you have amounts invested in a foreign country, whether monetary or other assets, 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 agencies 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 do not automatically file tax extensions; you must notify us in writing 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. Your return being extended 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 you reduce your 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 you, your spouse, and your dependents. You acknowledge and agree to the current tax reduction and the potential negative effects on future 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. 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 ten years, after which they may be destroyed. However, we do not keep any original client records, and 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 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. 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.

In the interest of facilitating our services to you, we utilize a web portal that is more secure than email. Your use of this portal must comply with our standards of use, and, as owners of the portal, we retain the right to limit and deny use of the portal for any reason. All confidential information sent to you, or third parties (at your direction), as well as the portal will be password protected. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent, and consent to our use of these devices during this engagement.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You will be charged our regular rates for services performed, which are the higher of our standard per form or standard hourly rates, under this engagement letter. We are able to provide fee estimates when requested. 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. Invoices unpaid after ninety (90) days may, at our election, be turned over to a debt collection agency.

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.

Notwithstanding anything contained herein, both the accountant and client agree that regardless of where the client is domiciled and regardless of where this Engagement Letter is physically signed, this agreement shall have been deemed to have been entered into at our office located in Multnomah County, Oregon, USA, and Multnomah County, Oregon, USA shall be the exclusive jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed in accordance with the laws of Oregon.

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. Our privacy policy is as follows:

We collect nonpublic personal information about you from 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.

We do not disclose any nonpublic personal information about our clients or former clients to anyone outside our firm, except as 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. 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: _____