

## Client Agreement

January 16, 2023

Dear Client,

We will prepare your 2022 federal and \_\_\_\_\_ state income tax returns (list other returns, e.g. city, 2nd state, kids, etc: \_\_\_\_\_) from info you furnish and are responsible for preparing only the returns listed above. We will not audit or verify the data you submit, though we may ask you to clarify it. We'll assume the info you submit is true, complete, and accurate according to documents and info retained in your files. If need be, we will look up tax account info via internet, phone, or other communication with government agencies. You're responsible to maintain the documentation to support the data used in preparing your returns, including but not limited to the records required for auto, travel, entertainment, and charitable deductions. If you have questions as to the type of records required, please ask. You're responsible to examine and approve your completed tax returns before signing and sending them to the tax authorities. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.

Internal Revenue requires us to e-file tax returns. You must provide us with a signed authorization stating you have reviewed the return and to the best of your knowledge, you feel it is correct. We cannot e-file the returns until we have the signed authorization and payment of the tax prep fee. You may opt out of the e-filing program by checking the box at the end of this agreement. By doing so, you acknowledge that you will mail a paper copy of the returns yourself and no one at my firm influenced you to opt out.

You are responsible for providing us with all info necessary to identify states and foreign countries in which you conduct business or derive income. Based upon info you provide, we will inform you of state income tax filing requirements in addition to the returns listed above. If you have received income from a foreign (non-US) country, we will use the info you provide to calculate any applicable federal or state tax credit or other affected federal or state income tax items. However, you are responsible for meeting any foreign income tax or other foreign country reporting requirements. By providing me with your foreign tax advisor's contact info, you are authorizing me to communicate with him and exchange privileged info so that all of us can best coordinate and prepare your various income tax returns.

If you have authority over a foreign financial account you may be subject to FinCEN and other reporting requirements. Civil penalties for failure to comply include fines from \$10,000 to \$100,000. Criminal penalties can amount to a fine up to \$500,000 and imprisonment for up to ten years. Please notify us if you would like our assistance with meeting these filing obligations.

When tax law is unclear, we will use our judgment to resolve questions in your favor if there is a reasonable justification for doing so. When we are aware that a possibly applicable tax law is unclear or 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 follow whatever position you request, so long as it is consistent with the codes, regulations, and interpretations. If the IRS contests 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.

Most penalties apply in the event of wrongdoing or negligence by the taxpayer. However, penalties may be imposed even though there is no fraud, negligence or willfulness on your part. The only way to avoid certain penalties is to show that there was substantial authority for the position or to make adequate disclosure on the return. Where a position is required to be disclosed, we must have a reasonable basis to claim the tax benefit associated with the position to avoid taxpayer and preparer penalties. You agree

to inform us of any positions which you are aware that may not meet the substantial authority threshold. We will assess any such tax positions that come to our attention and will inform you of any positions that, in our judgment, do not meet the required threshold. If your return contains such positions, we require their disclosure as a condition for preparing and signing the return. Your acceptance of the terms of this engagement constitutes permission to make the required disclosure(s).

We urge you to call us prior to making important transactions or business decisions. Questions asked before hand can result in tax savings. Also contact us if you receive any correspondence from the Internal Revenue or state tax agency. Our firm will not receive separate copies of notices; therefore, you must provide us with copies of notices you receive.

Generally, we bill after we complete the returns. However, progress billings may be prepared for returns that cannot be completed due to incomplete info. Invoices are due on presentation. A service charge of one and one-half percent will be added to the balance each month for amounts not received within thirty (30) days from billing. Our fee does not include responding to inquires or examination by tax authorities. However, we are available to represent you. Our fees for such services are at our standard rates and would be covered under a separate engagement letter.

We are required to keep info about our engagement confidential so we will not make any disclosure about you unless we have your written approval or are required/permitted by law. This applies even if you are no longer a client. We may communicate with you by telephone, fax, e-mail, face-to-face meetings, etc. and such communications will not be encrypted or password protected.

Oral advice should be considered our preliminary reaction and should not be relied upon in the absence of written confirmation. At your request, we will research then confirm to you in writing all tax advice upon which you may justifiably rely. E-mails and communications called "memos" are not considered written communications for this paragraph.

If a dispute arises among the parties hereto, you agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Original records you provide to us will be 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. If you need additional copies of your tax returns or documents, there may be an additional charge. It is our firm's policy to retain copies of your tax returns for four (4) years, after which they may be destroyed. Also, catastrophic events or physical deterioration may result in our records being unavailable. You acknowledge and agree that upon the expiration of the four year period, we shall be free to destroy our records related to this engagement.

Sincerely,

*David J. Weigel*

David J. Weigel, CPA

**Circle the appropriate response for each item:**

We **do / do not** have foreign financial accounts

We **do / do not** want to efile

We **did / did not** have virtual currency transactions

Signature: \_\_\_\_\_ date

Signature: \_\_\_\_\_ date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_