

2019 Income Tax Return Annual Engagement Letter

December 19, 2019

Client Name: _____

1. We are pleased to confirm our understanding of the arrangements for your income tax return(s). This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. 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 call to discuss this letter before you sign it.
2. This engagement letter represents the entire agreement regarding the services described herein and supercedes 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. The Internal Revenue Service imposes 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 we prepare tax returns to confirm the following arrangements. We will prepare the returns from the information which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will furnish you with questionnaires and/or worksheets as needed to guide you in gathering the necessary information. To the extent we render any accounting and/or bookkeeping assistance it will be limited to those tasks we deem necessary for preparation of the returns.

Tax Preparer Responsibilities

3. We will prepare your 2019 Form 1040 U.S. Individual Income Tax Return and 2019 Michigan Individual Income Tax Return MI-1040 including the related Federal and Michigan schedules from information you furnish us. We will not audit, review, compile or otherwise verify the data you submit although we may ask you to clarify some of the information. **We are not responsible for returns prepared by other preparers. If you have taxable activity in a state 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 states. Otherwise, we will prepare only those state returns specifically listed above.**
4. **We are responsible for preparing only the specific individual income tax forms for the specific reporting agencies listed in the 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. Our services are not intended to determine whether you have filing requirements in other taxing jurisdictions from the one(s) you have informed us of. Our firm is available under the terms of a separate engagement letter to provide a nexus study that will enable us to determine whether any other state tax filings are required.**

Taxpayer Responsibilities

5. Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate value exceeding \$10,000 in a foreign country, shall report such relationship. Although there are some limited exceptions,

filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate offices with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. Such disclosure includes filing Form 8938 with the Form 1040. **If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any required Income Tax related forms and penalties may be due, for which we have no responsibility. In the absence of such information being provided we will presume you do not have any foreign assets or financial interests and will not file any applicable disclosure forms without separate written authorization.**

6. If you and/or your entity have financial interest in any foreign accounts in excess of \$10,000, you are responsible for filing Form FinCen 114 required by the U.S. Department of the Treasury on or before April 15th of each tax year or October 15th with a timely filed extension.
7. In addition, currently the Internal Revenue Service, under IRC 6038 and IRC 6046, requires information reporting if you are an officer, director or shareholder with respect to certain foreign corporations. Those forms include: Form 5471, Information Return of U.S. Persons with Respect to Certain Foreign Corporations and Form 5472, Information Return of Foreign Owned Corporation. For taxable years beginning after March 18, 2010, if you hold foreign financial assets with an aggregate value exceeding \$50,000 (Form 8938) you are also required to report **all** account information and value of accounts. These code sections describe the information required to be reported on the respective forms, which are due when your income tax return is due, including extensions. Therefore, if you fall into one of the above categories you may be required to file one of the above listed forms. Failure to timely file may result in substantial monetary penalties. By your signature below, you accept responsibility for informing us if you believe that you fall into one of the above categories and you agree to provide us with the information necessary to prepare the appropriate form(s). We assume no liability for penalties associated with the failure to file or untimely filing of an of these forms.

Other Items

8. Our fee does not include responding to inquires or examination by taxing authorities or third parties, for which **you will be separately billed for time and expenses involved**. However, we are available to represent you and our fees for such services are at our standard rates and would be covered under a separate engagement letter. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter. **Please do not respond to or click on any links from emails purportedly from the IRS or State of Michigan as neither taxing authority initiates correspondence via email and any such emails are attempts to steal your identity.** Additionally in order to protect your identity we will verify your ID, birthdate and social security number when you call or visit our office.
9. It is your responsibility to maintain for three years from the filing date in your records, the documentation necessary to support the data used in preparing your tax return, including but not limited to the auto, travel, entertainment, and related expenses and the required documents to support charitable contributions. If you have questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities or efile signature authorization. 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 3rd parties including, but not limited to K-1's, 1099s, 1098s, and receipts and similar items. **We DO NOT automatically file tax extensions for clients, therefore, you must notify us in writing, 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. We must receive your information by April 6th in order to complete your return in a timely manner and information received after that date will cause your return to be extended and completed after the April 15th due date.** 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 by the due date, or 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.

- 10.** We will use our professional judgment in preparing your returns. Whenever we are aware that a possible 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 you request on your return so long as it is consistent with the codes, regulation, and interpretations that have been promulgated. If the Internal Revenue Service 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 self-employed taxpayer reduces taxable income 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**
- 11.** New privacy laws were established by the IRS effective as of January 1, 2019 and we are now prohibited from providing confidential information or copies to anyone other than you without your specific written authorization. To comply with these new regulations we provide all copies of all returns to you to provide yourself to third parties.
- 12.** If you are asked 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 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 business associates. We recommend that you contact us before releasing information to a third party.
- 13.** It is our policy to keep records related to this engagement for three years after which they are 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 three years 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.
- 14.** From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors and 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.
- 15.** Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 60 days of the invoice date, at our election, we may stop all work at our discretion until your account is brought current, or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event that we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services. Our services will conclude upon delivery of the completed income tax returns discussed above or upon our suspension of services or resignation from the engagement.
- 16.** From time to time various third parties may request that we sign, for you, some verification income, employment or tax filing status. Because we were engaged only to prepare your income tax return, without examination, review, audit or verification, our insurance carriers as well as the state board of accountancy prohibit us from signing any such document and we suggest that you have them send IRS Form 4506 to the IRS to obtain such verification.

- 17.** Notwithstanding anything contained herein, both client and accountant agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this agreement shall have been deemed to have been entered into at the Accountant's office located in Wayne County, Michigan, USA and Wayne County, Michigan, 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 the State of Michigan.
- 18.** 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 of unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In this 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 transmission, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information.
- 19.** In order to keep our clients sensitive information safe, our IT company employs network security best practices through the use of web filtering, advanced email filtering, anti-virus and off-site backup to ensure confidential information is always protected. They also monitor our computer network on a daily basis and apprise our firm of the latest security measures.
- 20.** We appreciate the opportunity to serve you. Please date and sign the enclosed copy of this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement. 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 the agreement is affected and all other provisions remain in full force and effect.

Sincerely,

Varty, Matey & Turner, P.C.

(Client Signature)

Date

(Client Signature)

Date

I have read the above terms of the engagement letter and agree with the terms of this engagement.