

INDIVIDUAL TAX RETURN ENGAGEMENT LETTER

Thank you for choosing Maura Flaherty CPA LLC to assist you with your taxes. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide. The engagement will be governed by the terms of this Agreement.

Engagement Objective and Scope

I will prepare your *federal and state individual income tax returns* for the year ended 12/31/2020. I will not prepare any tax returns other than those identified above, without your written request, and my written consent to do so. I will rely upon the completeness and accuracy of the information and representations you provide to prepare your tax returns. I have not been engaged to and will not prepare financial statements. I will not audit or otherwise verify the data you submit to me, although I may ask you to clarify certain information.

I will prepare the above-referenced tax returns solely for filing with the Internal Revenue Service (IRS) and applicable state and local tax authorities. My work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

You agree to indemnify and hold me harmless with respect to any and all claims arising from the use of the tax returns for any purpose other than filing with the IRS, state and local tax authorities regardless of the nature of the claim, including the negligence of any party.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, I am not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

This engagement is limited to the professional services outlined above.

CPA Responsibilities

Unless otherwise noted, I will perform our services in accordance with the Statements on Standards for Tax Services (SSTSs) issued by the American Institute of Certified Public Accountants (AICPA) and U.S. Treasury Department Circular 230 (Circular 230). It is my duty to perform services with the same standard of care that a reasonable tax return preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. I will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

I will prepare your tax returns based upon your filing status (single, married filing jointly, married filing separately, head of household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact me immediately.

Arguable positions

I will use my judgment to resolve questions in your favor where a tax law is unclear, provided I have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, I will explain the possible positions that may be taken on your return. I will follow the position you request, provided it is consistent with my understanding of tax reference materials. Tax reference materials include but are not limited to, the Internal Revenue Code (IRC), tax regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings, court cases, and similar state and local guidance. If the IRS, state or local tax authorities later contest the position you select, additional tax, penalties, and interest may be assessed. I assume no liability, and you hereby release me from any liability, including but not limited to, additional tax, penalties, interest, and related professional fees.

Confidentiality

If the tax returns prepared in connection with this engagement are filed using the married filing jointly filing status, both spouses are deemed to be clients of the firm under the terms of this Agreement. Both spouses acknowledge that there is no expectation of privacy from the other concerning my services in connection with this Agreement. I am at liberty to share with either of you, without prior consent of the other, documents and other information concerning the preparation of your tax returns.

Bookkeeping assistance

I may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the tax returns. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. In the event I conclude that such services are necessary to prepare your tax returns, I will advise you in writing before services are performed and bill you for the required services. You agree to pay for those required services

Estimated tax payments

You may be required to make quarterly estimated tax payments. I will calculate these payments for the 2021 tax year based upon the information you provide to prepare your 2020 tax returns (the 'safe harbor' rule). Updating recommended payments to more closely reflect your actual current year's income is not within the scope of this engagement. If you would like me to provide this service, and I agree to do so, I will confirm this update in a separate Agreement.

Tax planning services

Tax planning services are not within the scope of this engagement. During the course of preparing the tax returns identified above, I may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, I have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask me to provide tax planning services, and I agree to provide them to you, I will confirm this engagement in a separate Agreement.

Government inquiries

This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may request my assistance in responding to such an inquiry. If you ask me to represent you, and I agree to represent you, I will confirm this engagement in a separate Agreement.

Third-party requests

I will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns. I do not communicate with third parties or provide them with copies of tax returns.

Client Responsibilities

I will provide you with an income tax organizer to help you compile and document the information necessary to prepare your income tax returns. Income from all sources, including those outside the U.S., is required.

Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your returns, as required under applicable tax laws and regulations. You represent that you have such documentation and can produce it, if necessary, to respond to any audit or inquiry by tax authorities. You agree to hold me harmless from any liability including but not limited to, additional tax, penalties, interest and professional fees resulting from the disallowance of tax deductions due to inadequate documentation.

Personal expenses

You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. At your written request, I am available to provide you with written answers to your questions on the types of supporting records required.

State and local filing obligations

On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in *South Dakota v. Wayfair, Inc. et. al.* This decision significantly changes the landscape of sales and use tax compliance,

especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and I will confirm this in a separate Agreement.

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, sales, use, property or unclaimed property taxes. If upon review of the information you have provided to me, including information that comes to my attention, I believe that you may have additional filing obligations, I will notify you. You acknowledge that the scope of my services under this Agreement does not include any services related to your compliance with tax obligations other than those identified in the *Engagement Objective and Scope* section of this Agreement. If you ask me to prepare any other returns, and I agree to do so, I will confirm this engagement in a separate Agreement.

U.S. filing obligations related to foreign investments

You are responsible for informing me of all foreign assets owned directly or indirectly, including but not limited to financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to me, including information that comes to my attention, I believe that you may have additional filing obligations, I will notify you.

Based upon the information you provide, I will use this data to inform you of any additional filing requirements, which may include FinCEN Form 114, *Report of Foreign Bank and Financial Accounts* (“FBAR”). The FBAR is not a tax return and its preparation is not within the scope of this engagement. If you ask me to prepare the FBAR, and I agree to prepare the FBAR, I will confirm this engagement in a separate Agreement.

Failure to timely file the required forms may result in substantial civil and/or criminal penalties. By your signature below, you agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the above referenced tax year.

The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask me and I will respond in writing. Only advice that is in writing may be relied upon. I assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

Foreign filing obligations

You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that I have no responsibility to raise these issues with you and that foreign filing obligations are not within the scope of this engagement.

Ultimate responsibility

You have final responsibility for the accuracy of your tax returns. I will provide you with a copy of your electronic tax returns and accompanying schedules and statements for review prior to filing with the IRS, state and local tax authorities, as applicable. You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879, *IRS e-file Signature Authorization*, and any similar state and local equivalent authorization form before your returns can be filed electronically.

Timing of the Engagement

I expect to begin our services upon receipt of this executed Agreement, the completed Questionnaire and all documents needed or requested.

Our services will conclude upon the earlier of:

- the filing and acceptance of your tax returns by the appropriate tax authorities,
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

Extensions of Time to File Tax Returns

You must provide the information needed to prepare the tax returns no later than March 29th. Failure to do so may result in the inability to complete your returns by the original filing due dates.

It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in

processing, or if I do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

To the extent you wish to engage me to apply for extensions of time to file tax returns on your behalf, you must notify me of this request in writing. I will not file these applications unless I receive your express written authorization to file for an extension. In some cases, your signature may be required on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.

Penalties and Interest Charges

Federal, state, and local tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

Professional Fee

My professional fee for the services outlined above is based on current rate schedule on website or an estimate can be provided. Fees may be increased annually or periodically. In addition, fees depend upon the timely delivery, availability, quality, and completeness of the information you provide to me. You agree that you will deliver all records requested and respond to all inquiries made to complete this engagement on a timely basis. You agree to pay all fees prior to e file of completed tax returns.

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I appreciate the opportunity to be of service to you. Please date and execute this Agreement and return it to me to acknowledge your acceptance. I will not initiate services until I receive the executed Agreement.

Very truly yours,

MAURA FLAHERTY CPA LLC

Maura Flaherty

Maura Flaherty, CPA

Accepted By:

Taxpayer (parent, if return is for a child under 18) Spouse (**required** for joint returns)

Date

Date

Comments or additional requests: _____
