



Brangham & Associates, Inc.

Certified Public Accountant

Accounting • Taxes • Consulting • QuickBooks Training and Consulting

The purpose of this letter is to confirm our agreement with you relative to tax services we will perform.

We will prepare your federal, state and local **Individual** income tax returns and declarations of estimated tax and filing extensions, as needed, from information submitted by you, unless otherwise directed. To the extent that we render any services, it will be limited to those tasks we deem necessary for the preparation of the returns only. We will prepare the returns from information that 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 not audit or otherwise verify the information you submit. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist.

The timeliness of your cooperation is essential to our ability to complete this engagement. Specifically, we must receive sufficient information from which to prepare your tax returns within a reasonable period prior to the applicable filing deadlines. Accordingly, if we do not receive this information from you, as noted above, in a timely fashion, it may be necessary to pursue extensions of the due date of your returns. Ultimately, you may be subject to late filing penalties on income tax returns, and, if applicable, underpayments of estimated tax penalties because of this delay.

Throughout this engagement, we may be called upon to provide tax planning advice or services. If such services are requested by you, all the terms, conditions and representations of this engagement letter shall apply. However, these additional services will be billed separately from your tax preparation fees.

Our fees for this engagement will be based on several factors, including, but not limited to the time spent and the complexity of the services we will perform. In addition, you agree to reimburse us for any out-of-pocket costs (i.e., postage) incurred in connection with the performance of our services.

Our fees and costs will be billed upon the completion of each year's returns or additional service request, in most cases, but may be progressed billed if the engagement extends beyond 60 days of service. Invoices are payable upon receipt. If after 30 days you fail to pay your balance due in full, a service charge of 2% per month will be charged. After 60 days of non-payment, our office will begin collection proceedings. Accepted forms of payment are cash, check or debit card. We reserve the right to suspend our services or to withdraw from this engagement if any of our invoices are deemed delinquent. If any collection action is required to collect unpaid balances due us, you agree to reimburse us for the costs of collection, including attorneys' fees.

The firm's privacy letter is available on our website and at our office. As part of this engagement, you authorize Brangham & Associates to use and disclose the information that you provide during the preparation of your tax returns as outlined in our privacy policy, unless otherwise stated.

This agreement will start with the tax year ending December 31, _____, continuing into future tax years and will end upon written notification to either party, or at the time tax documents and/or other supporting information have not been provided to our office in order to complete timely tax returns. It is understood that the delivery of any future year's tax documents and/or supporting information, whether in person or via electronic delivery, will reaffirm this engagement and all the ADDITIONAL TERMS, CONDITIONS AND REPRESENTATIONS attached hereto. If work has been performed by our office for a particular tax year, or requested additional tax service, and you withdrawal from this agreement, an invoice will be presented for all services rendered through the date of written notification and payable upon receipt. Brangham & Associates also reserves the right to withdrawal from this engagement at any time. Should we need to withdraw, for any reason, you will be notified in writing by our office. All services rendered will be invoiced and payable through the date of the written withdrawal notice.

We are pleased to have this opportunity to serve you. If you agree with the terms of this engagement letter and the additional terms, conditions and representations, please sign below and return it to us. These engagement terms will apply until either you or we cancel them.

ACCEPTED AND AGREED:

Taxpayer

Date

Spouse (if applicable)

Date

ADDITIONAL TERMS, CONDITIONS, AND REPRESENTATIONS

1. We are responsible for preparing only the state and local returns which we have historically prepared and which you authorize us to prepare. If you have taxable activity in a state or local municipality that has not historically been recognized on a return filing, please discuss with us. We will assist you in determining whether a filing requirement exists with the state or local municipality. If you have tax filing requirements in each state or local municipality but do not file that return, there could be possible adverse ramifications, such as an unlimited statute of limitations, penalties, etc.
2. Our engagement will be fulfilled upon delivery of the completed returns to you. Therefore, you have the final responsibility for the tax returns and should review them carefully before you sign and file the returns with the appropriate taxing authorities and/or authorize us to e-file them on your behalf.
3. Pursuant to standards prescribed in IRS Circular 230 and IRC 6694, we are forbidden from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the return or we have a reasonable basis for a tax position taken on the return and we disclose this tax position on a separate attachment to the tax return. Substantial authority is generally viewed by tax professionals as requiring at least a 50% probability that the tax position taken will be sustained on its merits. However, under no circumstances may we sign a tax return with a tax position that has no reasonable basis.
4. Your returns may be selected for review by the taxing authorities, or you may receive a notice requesting a response to certain issues on the tax returns. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination or inquiry, we will be available upon request to represent you or respond to such inquiry. If such services are requested by you, all the terms, conditions and representations of this engagement letter shall apply, and we will render additional invoices for these services and any expenses incurred.
5. The law provides various penalties and interest that may be imposed when taxpayers understate their tax liability and/or fail to pay the full amount of taxes owed by the original filing due date. Furthermore, additional penalties and interest are imposed when taxpayers fail to remit the proper amount of subsequent year tax estimates. Based on information you provide to us; we can assist you in determining the correct amount of taxes owed for the current year and subsequent year tax estimates. You acknowledge that any such understated or underestimated tax, and any imposed interest and penalty thereon, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or the circumstances of these interest and penalties, please contact us.
6. To the best of your knowledge and belief, and unless specifically indicated to us that the representation below cannot be made, you confirm that:
 - You have not been involved in a reportable transaction. These are transactions which produce questionable tax shelters such as: provide refunds of lost tax benefits, require strict confidentiality of the transaction's tax benefits that result in significant amounts of losses with book to tax differences, and/or provide tax credits with holding periods of less than 45 days. Tax avoidance transactions are included in this category.
 - You have disclosed all related party transactions between you, family members and/or a business in which the business shareholders, partners or members have a related interest with you. These types of transactions include borrowing and/or lending funds, paying and/or receiving rents, buying and/or selling products or property, and performing and/or receiving services.
 - You do not have a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country. If you and/or your entity have a financial interest in any foreign accounts, you are required to file the Form TD-F-90-22.1 that is required by the U.S. Department of the Treasury. Such filing requirements 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 corporations and by the individual corporate officers with signature authority. If you fail to disclose the required information to the U.S. Department of the Treasury, the failure to disclose may result in substantial civil and/or criminal penalties. You are responsible for providing our firm with all the information necessary to prepare Form TD-F-90-22.1 required by the U.S. Department of the Treasury. 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 of the required disclosure statements. **Failure to file can result in penalties ranging from \$25,000 to \$100,000.**
 - You do not have an interest in any financial accounts maintained by a foreign financial institution, stocks and securities with a non-U.S. issuer, an interest in a foreign partnership, trust or estate, or a financial instrument or contract with a non-U.S. issuer or counterparty. Financial accounts include deposit and custodial accounts held at foreign financial institutions, a foreign financial account holding foreign stock or securities, foreign partnership interests, foreign mutual funds, foreign issued life insurance or annuity contracts, and foreign hedge and private equity funds. Financial accounts do NOT include financial accounts held at the foreign branch of a U.S. financial institution or at the U.S. branch of a foreign financial institution, indirect interest in foreign financial assets held through an entity, domestic mutual funds investing in foreign stocks and securities, directly owned foreign real estate, foreign currency, directly owned precious metals, and directly owned personal property such as art, antiques, jewelry, cars, and other collectibles. You are responsible for providing our firm with all the information necessary to prepare Form 8939 required by the U.S. Department of the Treasury. If you do not provide our firm with information regarding any interest you may

have in such a foreign account, we will not be able to prepare any of the required disclosure statements. **Failure to file can result in penalties ranging from \$10,000 to \$25,000.**

7. You should retain all documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority, and as such, you should retain and protect these records. You are responsible for substantiating any amount upon which a deduction is taken on the return. The type of deduction taken will determine the specific substantiation needed.
8. We reserve the right to suspend our services or withdraw from this engagement. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the return. You will be obligated, through the date of termination, to compensate us for all outstanding invoices as well as our final invoice, and to reimburse us for all our out-of-pocket costs. For these purposes, any nonpayment, inability to sign the tax return, or non-response by you of information requested (among other things) will constitute a basis for our election to terminate our services.
9. It is our policy to retain copies of engagement documentation for a period of six years prior to the current tax year, after which time we will commence the process of destroying the contents of our engagement files. Any work papers prepared in conjunction with this engagement are our property, constitute confidential information, and will be retained by us in accordance with this record retention policy. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.
10. In the interest of facilitating our services to you, we may communicate with you by means of electronic communications, such as fax, and/or email. Such communications may include information that is confidential to you. 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. As such, and unless you tell us otherwise, the client's copy of the prepared tax return will be presented back to you in a PDF file format on a CD. If you would still like us to send you a paper copy of the tax return, please let our office know.
11. In the event we are required to respond to a subpoena, court order or other legal process to produce documents, work papers and/or testimony relative to information we obtained and/or prepared during this engagement, you acknowledge our right to release this information and agree to compensate us for the time we expend in connection with such response and to reimburse us for all our out-of-pocket costs incurred in that regard.
12. In accordance with the Federal Trade Commission, *Privacy of Consumer Financial Information Rule*, we are required to inform you of our policy regarding privacy of client information. Upon the completion of your return, a copy of our privacy policy will be included with the copy of your return.
13. If the income tax returns, we are to prepare in connection with this engagement are joint returns, and because you will each sign those returns, each of you is our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, all documents and other information concerning preparation of your returns.
14. If we become obligated to pay any judgment, award, or penalty you agree to pay any costs incurred as a result of any inaccurate or incomplete information that you provided to us during this engagement. You agree to indemnify us, defend us, and hold us harmless against such obligations and/or costs. Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.
15. You agree that, except as otherwise provided herein, any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that you will engage in the mediation process in good faith once a written request to mediate has been given by either party to the engagement. Any mediation initiated as a result of this engagement shall be administered by a law firm specializing in the mediation process, not associated with either party, and selected by us, according to its mediation rules. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties. Notwithstanding the foregoing, actions by us to enforce payment of our professional invoices shall not be subject to the aforesaid mediation requirements. Any litigation of disputes between us and the company shall be conducted within the municipal or state courts located in Lucas County, Ohio, according to Ohio law.
16. Unless you tell us otherwise, we will presume that you authorize us to discuss certain aspects of your tax returns with the IRS and certain states/ local municipalities, if necessary.