

WHITNEY ASSOCIATES

TAX PLANNING, PREPARATION & CONSULTATION

Thank you for the privilege of allowing Whitney & Associates to provide you with tax preparation services. This letter is to confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide.

We will prepare your 2023 federal income tax return, and income tax returns for all mutually agreed upon states, for the applicable tax year based on information you provide us required for preparation of complete and accurate returns. We will furnish you with questionnaires and worksheets to guide you in gathering the necessary data, and help you avoid overlooking important information. Furthermore, you are responsible for evaluating the adequacy and results of the services we provide, and should review all documents carefully before signing.

To the extent we render any accounting and/or bookkeeping services, it will be limited to those tasks we deem necessary in order to properly prepare your returns, and charged to your invoice accordingly. All businesses are responsible for providing their completed financials. We offer bookkeeping as a separate service, and is not included in this engagement for tax preparation.

We will depend on you to provide accurate and complete information to the best of your knowledge. You attest the income and expense items you claim are substantiated by proper records and receipts, and can furnish such documentation in the event we request, or in the case of an audit. You are responsible for maintaining an adequate and efficient accounting system, along with retaining all documents that form the basis of income and deductions.

Penalties can be imposed when taxpayers understate their tax liability. If you would like more information on these penalties, please contact us.

We may ask you to clarify some items, but we will not audit the data you provide. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. We will inform you should we find any material errors, fraud, or other illegal acts.

Should we encounter instances of unclear tax law, or potential conflicts in the interpretation of the law, we will outline the reasonable alternative courses of action, along with the risks and consequences of each. Ultimately, we will adopt on your behalf, the alternative which you select after careful consideration. We do not give legal advice.

Any original records will be returned at the end of this engagement; however, it is recommended that you provide photocopies to prevent data loss. We are not responsible for lost, damaged, or stolen records. It is our policy to retain engagement documentation for a period of 7 years, after which time we will commence the process of destroying the contents of our engagement file.

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 returns within a reasonable period of time prior to the applicable April 15th filing deadline. Accordingly, if we do not receive information from you by **March 15th**, it may be necessary for us to pursue an extension of the due date. The extension is for 6 months to October 15th, and is an extension to file, not an extension to pay. Please note you may be subject to penalties and interest should you not pay any balances due by the April 15th deadline, regardless of an accepted extension request. If you wait to submit documents to our offices until the 1st (or later) of either April or October, and we can accommodate

you, expect a 25% surcharge (min \$250), and we reserve the right to suspend our services or withdraw from this engagement.

Our fees are based on the complexity of your tax returns, as well as expenses incurred, and are due and payable upon presentation prior to electronically filing your tax returns. All accounts not paid within thirty (30) days are subject to interest charges to the extent permitted by state law. We reserve the right to ask for a retainer to be paid in advance of work done from new clients, complex projects, and any client with whom we have experienced payment problems.

If either of us elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not finished your return. You will be obligated to compensate us for all the time expended, and to reimburse us for all of our out-of-pocket expenses, through the date of the termination.

Your tax return may be selected for audit by tax authorities. We are available to represent you or prepare materials in response to correspondence. However, these are additional expenses not included in our tax preparation fees and we would render additional invoices for the time and expenses incurred.

We may communicate with you or others via email transmission in connection with this engagement. 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 in connection with the performance of this engagement. You agree 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, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. Please use our secure portal. Do not send confidential data or attachments via email.

Our engagement to prepare your 2023 tax returns will conclude with the electronic filing of your returns with your signature and our subsequent submittal of your tax return, or the delivery of completed returns to you for mailing to the proper authorities should you choose.

This engagement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. To affirm that this letter correctly summarizes your understanding of the arrangements for this work, please execute this letter by signing below. Please keep a copy for your records.

We want to express our appreciation for this opportunity to work with you. Very truly yours,

A handwritten signature in blue ink, appearing to read 'KW', is written over a faint, illegible background.

Kat Whitney, EA
Whitney & Associates
900 E. Hamilton Ave, Suite 100
Campbell, CA 95008

Signatures

By signing below, you acknowledge that you have read, understand, and accept your obligations and responsibilities and that you understand our responsibilities in preparing your tax returns and providing you tax services as explained above. For a joint return, both taxpayers must sign.

Taxpayer Signature:----- Date: -----

Spouse Signature:----- Date: -----

Our Privacy Policy

- We do not disclose any non-public personal information about our customers or former customers to anyone, except as instructed to do so by such customers or as required by law. We restrict access to non-public personal information to those professionals necessary to complete tax return preparation and we maintain physical, electronic, and procedural safeguards to guard your non-public personal information.
- If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov.