

# 2024 Individual Taxpayer Organizer

<b>Taxpayer</b>				Tax ID # *	
First Name	M.I.	Last Name	Email	IP PIN	
Occupation	Date of birth		Are you new to our firm? Yes No		
Address	City		State	Zip	
County	Primary phone		Secondary phone		
Driver's License No.	State	Issue Date	Exp. Date		

<b>Spouse</b>				Tax ID # *	
First Name	M.I.	Last Name	Email	IP PIN	
Occupation	Date of birth		Are you new to our firm? Yes No		
Address <small>(If different from Taxpayer)</small>	City		State	Zip	
County	Primary phone		Secondary phone		
Driver's License No.	State	Issue Date	Exp. Date		

If you moved during 2024, enter your previous address.	Date of move
--	--------------

Marital status on 12/31/24: Single Married Separated Surviving Spouse Registered Domestic Partnership (RDP)  
 Were you divorced or separated during the year? Yes No      Were there any deaths in the family? Yes No  
**Note:** Individuals in registered domestic partnerships (RDPs) and civil unions are not considered married for federal tax purposes.

Names of dependent children <small>Child's full name</small>	Tax ID # *	IP PIN	Date of birth	Months lived in home in 2024	Relationship	College student?

Did any of the children have unearned income of \$1,300 or more? Yes No      Do any of the children have a disability? Yes No  
 Is it anticipated that a different taxpayer will seek to claim a child listed above as their dependent for tax year 2024? Yes No

<b>Other dependents or people who lived with you</b>						
Name	Tax ID # *	IP PIN	Date of birth	Months lived in home in 2024	Relationship	Income

Bank information: Use for				Name of bank		
Checking	Savings	Routing transit number	Account number			

Ask your tax preparer for information about depositing a refund into an IRA account or splitting the deposit into more than one account.  
 \*A Tax ID # is a Social Security Number (SSN), adoption taxpayer identification number (ATIN), or an individual taxpayer identification number (ITIN).

# Questions — All Taxpayers

(Provide related statements or other documentation.)

"You" refers to both taxpayer and spouse—ask your preparer if you are unsure about a question.

LIFESTYLE & TAXES	Yes	No	Are either you or your spouse legally blind?			
	Yes	No	Have you received any notice from the IRS or state revenue department within the past year? If yes, provide a copy.			
	Yes	No	Did you pay or receive alimony in 2024?	Recipient's SSN	Date of divorce or separation	
			<i>Paid</i>	<i>Received</i>	\$	
	Yes	No	Did you purchase health insurance through a public exchange/marketplace? (Provide Form 1095-A.)			
	Yes	No	Will there be any significant changes in income or deductions next year, such as retirement?			
	Yes	No	Did you pay anyone for domestic services (e.g., nanny, housekeeper, cook, caretaker) in your home?			
	Yes	No	Did you purchase an energy-efficient, hybrid, or electric vehicle?			
	Yes	No	Are you involved in bankruptcy, foreclosure, repossession, or had any debt (including credit cards) cancelled?			
	Yes	No	Are you a member of the military?	State of residency		
	Yes	No	Were you a citizen of or did you live in a foreign country?	Foreign country		
	Yes	No	Do you own or have financial interest in a foreign bank or financial account? <i>Maximum value in 2024</i> \$			
CHILDREN & EDUCATION	Yes	No	Would you like to allow your tax preparer or another person to discuss your return with the IRS?			
			<i>Designee's name</i>	<i>Phone number</i>	<i>PIN (any five digits)</i>	
	Yes	No	Were any children born or adopted in 2024? (Provide statement for other expenses.)			
	Yes	No	Were any children attending college? (Provide Form 1098-T and Form 1098-E.)			
			<i>Year in college</i>	<i>Paid by you: Tuition</i> \$	<i>Books</i> \$	<i>Student loan interest</i> \$
				<i>Paid by student: Tuition</i> \$	<i>Books</i> \$	<i>Student loan interest</i> \$
	Yes	No	Did you pay any tuition for a private school for a dependent or take classes yourself?			
			<i>Student</i>			<i>Amount paid</i> \$
			<i>Name and address of school</i>			
	Yes	No	Did you pay for child or dependent care so you could work or go to school? (Provide statement if applicable)			
			<i>Name of provider</i>			<i>EIN or SSN</i>
			<i>Address</i>			<i>Amount paid</i> \$
Yes	No	Did you make any contributions to a 529 plan in 2024? If yes, provide details.				
INVESTMENTS	Yes	No	Did you, or will you, contribute any money to an IRA for 2024?	Traditional IRA	Roth IRA	
	Yes	No	Did you roll over any amounts from a retirement account in 2024?			
	Yes	No	Did you sell or transfer any stock or sell rental or investment property?			
	Yes	No	Did you receive any income from an installment sale?			
	Yes	No	Did you have any investments become worthless or were you a victim of investment theft in 2024?			
	Yes	No	Were you granted, or did you exercise, any employee stock options during 2024?			
	Yes	No	Did you (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? ( <i>Digital assets include cryptocurrencies, NFTs, and stablecoins</i> )			
DEDUCTIONS	Yes	No	Did you, or do you plan to, contribute money by April 15, 2025 to an HSA for 2024? If yes, provide details.			
	Yes	No	Did you pay any interest on a loan for a boat or RV that has living quarters? If yes, provide details.			
	Yes	No	Did you pay sales taxes on a major purchase in 2024, such as a vehicle, boat, or home?			
	Yes	No	Did you make any charitable contributions in 2024? If yes, provide details.			
BUSINESS	Yes	No	Did you work from a home office or use your car for your business?			
	Yes	No	Did you receive income from a sharing/gig economy activity (e.g. Airbnb, Uber, etc.)?			
	Yes	No	Do you own a business or an interest in a partnership, corporation, LLC, farming activities, or other venture?			
HOME	Yes	No	Did you purchase or sell a main home during the year? If yes, provide closing statement.			
	Yes	No	If you sold a home, did you claim the First-Time Homebuyer Credit when it was purchased? If yes, provide details.			
	Yes	No	Did you refinance a mortgage or take a home equity loan? If yes, provide closing statement.			
	Yes	No	Did you use any mortgage loan proceeds for purposes other than to buy, build, or substantially improve your home?			
	Yes	No	Did you make any new energy-efficient improvements to your home? If yes, provide details.			

<b>State information</b>	Full-year resident	Part-year resident	Nonresident	School district		
States of residence during 2024 and dates	Do you rent or own your home?			Rent	Own	
	<i>Total rent paid</i> \$			Includes heat?	Yes	No

## Income Worksheet

Provide to your preparer all Forms W-2, 1099-INT, 1099-DIV, 1099-R, 1099-MISC, 1099-NEC, 1099-K, and other income reporting statements. Do not list dollar amounts for the following forms. Your preparer will report the appropriate amounts.

Indicate "T" for taxpayer, "S" for spouse, "J" for joint

Provide additional statements if more room is needed

### Forms W-2—Wage and Tax Statement

T/S	Employer name	T/S	Employer name
	1)		4)
	2)		5)
	3)		6)

### Forms 1099-INT—Interest Income

T/S/J	Name of issuer	T/S/J	Name of issuer
	1)		4)
	2)		5)
	3)		6)

### Forms 1099-DIV—Dividends and Distributions

T/S/J	Name of issuer	T/S/J	Name of issuer
	1)		4)
	2)		5)
	3)		6)

### Forms 1099-R—Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, Etc.

T/S	Name of issuer	T/S	Name of issuer
	1)		4)
	2)		5)
	3)		6)

If the distribution is before age 59½, give a reason to determine if an exception to penalty applies.

### Tax-Exempt Interest (such as municipal bonds—include statement)

Payer	\$	Payer	\$

### Other Income

State tax refund	\$	Unreported tips	\$
Unemployment compensation	\$	Other	\$
Social Security (taxpayer)—provide SSA-1099 or RRB-1099	\$		\$
Social Security (spouse)—provide SSA-1099 or RRB-1099	\$		\$
Gambling income—provide Form W-2G	\$		\$
Business income (see <i>Sole Proprietorship Tax Organizer</i> )		Stock sales	See "Sales and Exchanges Worksheet" below.
Rental income (see <i>Rental Property Tax Organizer</i> )		Sale of other property	

## Sales and Exchanges Worksheet

Provide information about sales of stock, real estate, or other property, along with Forms 1099-B, 1099-S, or other supporting statements.

Description of property	Purchase date	Cost/basis	Sale date	Sale price
		\$		\$
		\$		\$
		\$		\$

### Notes:

- When stock is sold, you will usually receive Form 1099-B, *Proceeds From Broker and Barter Exchange Transactions*, reporting the proceeds from the sale. However, your statement will not always provide the cost/basis information necessary to compute gain or loss. If the statement does not contain the cost/basis information, you must provide it. You may need to contact your broker for questions about cost/basis and purchase dates of your stock accounts.
- Often, "transfers" of stock or mutual funds within a brokerage account are actually sales of one type of stock and purchase of another. Even if you did not receive any cash from the transaction, you may have taxable gain or loss.
- If your stock dividends are automatically reinvested, the dividends will be taxable even though you did not receive any cash. The transaction is treated as if you had received cash and purchased additional stock. When the stock is sold, the amount reinvested over the years is taken into account. You may need to contact your broker for questions about the amount of reinvested dividends.
- If you sold property other than stock, your taxable gain or loss will be determined by your cost/basis. The cost/basis is usually the original purchase price plus improvements (the cost of repairs and maintenance are not taken into account for cost/basis).

# Itemized Deductions Worksheet

Deductions must exceed \$14,600 Single, \$29,200 MFJ/QSS, \$21,900 HOH, or \$14,600 MFS to be a tax benefit.

**Medical Expenses.** Must exceed 7.5% of income to be a benefit—include cost for dependents—do not include any expenses that were reimbursed by insurance or paid with funds from an FSA, HSA, or HRA.

Dentists	\$	Hospitals	\$
Doctors	\$	Insurance	\$
Equipment	\$	Prescriptions	\$
Eyeglasses	\$	Other	\$

Medical miles: \_\_\_\_\_ @ 21¢

**Taxes Paid.** Do not include taxes paid for full or partial business or rental-use property, including business use of the home.

State withholding	Reported on W-2
State estimated taxes—paid in 2024	\$
Real estate tax—residence	\$
Real estate tax—other	\$
Personal property taxes	\$
Property tax refund—received in 2024	\$ (      )
Foreign tax paid	\$
Other	\$
Other	\$
Other	\$
Balance paid in 2024 from prior year state returns (do not include interest or penalties)	\$
Did you keep receipts for sales tax paid during 2024?	Yes No
Did you purchase a car, plane, boat, or home in 2024?	Yes No
Sales tax paid \$	Purchase paid \$      Date

**Interest Paid.** Do not include interest paid for full or partial business-use or rental-use property, including business use of the home. Provide all Forms 1098 or lender information and ID numbers.

Main home	\$	Equity loan	\$
Second home	\$	Equity loan	\$
Points	\$	Investment interest	\$

**Charitable Contributions.** If over \$500 in noncash charitable contributions, provide details of contributions. Rules require that the taxpayer retain documentation for all contributions.

Monetary (cash, check, credit card)	\$
Noncash contributions (FMV). Clothing or household items must be in good used condition or better.	\$
Did you transfer funds from an IRA directly to a charity? Yes No	\$
Charitable mileage _____ @ 14¢	

## Casualty and Theft Losses

If you suffered any sudden, unexpected damage or loss of property, or a theft in a federally-declared disaster area, provide details to your tax preparer. Yes No

**Miscellaneous Itemized Deductions.** Miscellaneous itemized deductions subject to the 2% AGI limitation are not deductible on the federal return. However, these expenses may be deductible on your state return. For use of home, auto mileage, or other job-related expenses, provide information on a separate sheet. Were any expenses reimbursed by your employer? Yes No

Dues	\$	Subscriptions	\$
Investment expenses	\$	Supplies	\$
Job education	\$	Tax prep fees	\$
Job seeking	\$	Tools	\$
Legal fees	\$	Uniforms	\$
Licenses	\$	Union dues	\$
Safety equipment	\$	Other	\$

**Other Deductions.** The following deductions are not subject to the 2% AGI limitation.

Gambling losses	\$	Federal estate tax on IRD	\$
Impairment-related expenses	\$	Other	\$

## Other Deductions or Questions

- Notes:**
- Gambling losses are deductible only up to the amount of gambling winnings reported. A log must be kept to verify losses.
  - Work clothing is not deductible if adaptable for every day wear. Exception for safety equipment, such as steel-toe boots.
  - Expenses to enable individuals, who are physically or mentally impaired, to work are generally deductible.

## Adjustments Worksheet

Educator expenses. Classroom expenses of teachers, counselors, and principals. Maximum \$300 each.	\$
Health savings account (HSA). Contributions for 2024 may be made through April 15, 2025. (Only include contributions you made out-of-pocket).	\$
Self-employed SEP, SIMPLE, and qualified plans. Contributions for 2024 may be made through April 15, 2025.	\$
Self-employed health insurance. Sole proprietors, partners, and 2% S corporation shareholders if not eligible for employer coverage.	\$
Penalty on early withdrawal of savings.	\$
IRA deduction. For traditional IRAs. Roth IRAs are not deductible. Contributions for 2024 may be made through April 15, 2025.	\$
Student loan interest. Paid for taxpayers and dependents.	\$
Moving expenses. Available only to members of the Armed Forces (or their spouses or dependents) on active duty that move pursuant to a military order and incident to a permanent change of station.	Ask preparer
Business expenses of reservists, performing artists, and fee-based government officials.	Ask preparer
Other adjustments. Include description.	\$

## Estimated Tax Payments — Tax Year 2024

<i>Installment</i>	<i>Date paid</i>	<i>Federal</i>	<i>Date paid</i>	<i>State</i>
First		\$		\$
Second		\$		\$
Third		\$		\$
Fourth		\$		\$
Amount applied from 2023 overpayment		\$		\$
Total		\$		\$

## Tax Preparation Checklist

Please provide the following documentation:

All Forms W-2 (wages), 1099-INT (interest), 1099-DIV (dividends), 1099-B (proceeds from broker or barter transactions), 1099-R (pensions and IRA distributions), Schedules K-1 from partnerships, S corporations, estates and trusts, and other income reporting statements, including all copies provided from the payer.

Form 1095-A (for health insurance purchased through a public exchange/marketplace), Form 1095-B (for health insurance purchased outside of a public exchange), or Form 1095-C (for employer-provided health insurance coverage).

If you are a new client, provide copies of last year's tax returns.

The completed Individual Income Tax Organizer. **Note:** If you choose not to fill out the organizer, you must at least answer the "Yes" or "No" questions under "Questions—All Taxpayers."

Copy of the closing statement if you bought, sold, or refinanced real estate.

Mileage amounts for any automobile expenses claimed, including total mileage, commuting mileage, and business mileage.

Detail of estimated tax payments made, if any.

Income and deductions categorized on a separate sheet for business or rental activities.

List of itemized deductions categorized on a separate sheet for medical, taxes, interest, charitable, and miscellaneous deductions.

Copy of all acknowledgement letters received from charitable organizations for contributions made in 2024.

## Taxpayer Responsibilities

- You agree to provide us all income and deductible expense information. If you receive additional information after we begin working on your return, you will contact us immediately to ensure your completed tax returns contain all relevant information.
- You affirm that all expenses or other deduction amounts are accurate and that you have all required supporting written records. In some cases, we will ask to review your documentation.
- You must be able to provide written records of all items included on your return if audited by either the IRS or state tax authority. We can provide guidance concerning what evidence is acceptable.
- You must review the returns carefully before signing to make sure the information is correct.
- Fees must be paid before your tax returns are delivered to you or filed for you. If you terminate this engagement before completion, you agree to pay a fee for work completed. A retainer may be required for preparation of returns.
- You should keep a copy of your tax return and any related tax documents. You may be assessed a fee if you request a duplicate copy in the future.

**Signatures.** By signing below, you acknowledge that you have read, understand, and accept your obligations and responsibilities. For a joint return, both taxpayers must sign.

*Taxpayer*

*Spouse*

*Date*

## Privacy Policy

The nature of our work requires us to collect certain nonpublic information. We collect financial and personal information from applications, worksheets, reporting statements, and other forms, as well as interviews and conversations with our clients and affiliates. We may also review banking and credit card information about our clients in the performance of receipt of payment. Under our policy, all information we obtain about you will be provided by you or obtained with your permission.

Our firm has procedures and policies in place to protect your confidential information. We restrict access to your confidential information to those within our firm who need to know in order to provide you with services. We will not disclose your personal information to a third party without your express written permission, except where required by law. We maintain physical, electronic, and procedural safeguards in compliance with federal regulations that protect your personal information from unauthorized access.

# Anthony Du, EA

A D Tax & Business Consultants, Inc 8204 S PENNSYLVANIA AVE Oklahoma City, OK 73159

**2024 - 1040 Tax Return Annual Engagement Letter:** \_\_\_\_\_

1. We are pleased to confirm our understanding of the arrangements for your **individual 2024 Form 1040 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 you and our firm 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 us before you sign it.

2. This engagement letter represents the entire Agreement regarding the services described herein and supersedes 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 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 using the information you will furnish us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will furnish you with any questionnaires and/or worksheets that you request to guide you in gathering the necessary information. Your use of such forms will assist us in keeping our fee to a minimum. To the extent we render any accounting and/or bookkeeping assistance, including (but not limited to) telephone calls, letters, emails, and 3<sup>rd</sup> party consultations, it will be limited to those tasks we deem necessary for the preparation of the returns and will be billed at our standard billing rates and minimums.

## **Tax Preparer Responsibilities**

3. **We will prepare your 2024 and only your 2024 Federal and Oklahoma (or your primary State) individual Income Tax Form 1040** and the related Federal and Oklahoma (or your primary State) individual Form 1040 income tax return schedules from the information you furnish us. We will not in any way verify the data you submit, although we may ask you to clarify some of the information. **Our minimum fee to prepare an individual federal tax return is \$325.** It is important to understand that every tax return is different. The forms necessary to complete your tax return may vary as your situation changes. For that reason, final pricing is always subject to a client's situation and the complexity of their return.

We are not responsible for ensuring the accuracy of forms provided to you by or prepared by other preparers. **Suppose you have taxable activity in a state/city or country other than that specifically listed. In that case, you are responsible for providing our firm with all information necessary to prepare any additional applicable state(s) or local income tax returns and informing us of the applicable states. We will prepare only those state/city returns specifically listed above and do not nor have not determined if you have taxability in those states, cities, or countries not listed.**

4. **We are responsible for preparing only the specific individual income tax forms for the specified federal and State individual tax agencies listed in number 3 above. Any other requested services, forms, or other actions on our part require a separate written, signed 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 other than the one(s) that you have requested in paragraph 3 above. Our firm is available under the terms of a separate written engagement letter to provide a nexus study that will enable us to determine whether any other state tax filings are required.**

## **Taxpayer Responsibilities-PLEASE READ CAREFULLY**

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 a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers who 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). 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 Form 1040 and Form FinCen 114 directly with the Department of the Treasury. **Suppose you do not provide our firm with information regarding any interest you may have in a foreign account. In that case, we will not be able to prepare any of the 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. U.S. citizens and resident aliens are required to report worldwide income on their U.S. tax returns.**

7. In addition, currently, the Internal Revenue Service, under IRC §6038 and §6046, requires information reporting if you are an officer, director, or shareholder with respect to certain foreign corporations, foreign-owned U.S. corporations, or foreign corporations engaged in a U.S. trade or business or U.S. transferor of property to a foreign corporation. Additionally, recent Form 1040 changes require that you report any activity you may have in cryptocurrency, including mining, sale, barter, etc. By your signature below, you accept responsibility for informing us if you believe that you fall into one of the above reporting categories, and you agree to provide us with the information necessary to prepare the appropriate forms. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms. **Cryptocurrency activity may require reporting on tax returns filed with other countries. We have not determined if such returns are due, nor have we been hired to determine filing requirements or file any tax returns for foreign countries.**

8. You acknowledge that you have reported all 2024 income you received, including barter, crypto-currency, consumer-to-consumer activity, cash-based revenues, and all other income, whether received in-person, in-kind, or electronically. You also confirm that you have or will, in a timely manner, file any applicable required Forms W-2, W-3, and 1099 with the Social Security Administration and IRS for business employees or home-workers.

**8a. Corporate Transparency Act/Beneficial Ownership Reporting.**

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

**Other Items**

**9. Our fee does not include responding to inquiries or examinations by taxing authorities or third parties, for which you will be separately billed for the time and expenses involved. However, we are available to represent you, and our fees for such services are at our standard rates and will 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. The IRS never 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.**

10. It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns and the required documents to support charitable contributions for three years from the filing date. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing 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. We will rely, without further verification, upon the information you provide to us from 3<sup>rd</sup> parties, including, but not limited to, K1s, 1099s, 1098s, and receipts and similar items. **We DO NOT automatically file tax extensions for clients. 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 1 in order to complete your return in a timely manner. Information received after that date may cause your return to be extended and completed after the April 15 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 on 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.

11. Equity loans are not deductible unless the mortgage funds are used to buy, build, or improve your “personal” residence and do not exceed the allowable mortgage debt limit. To comply with these rules, we need to know any amounts borrowed against your home, the date borrowed, and the use of the funds.

**12. Business Owners: When a self-employed taxpayer reduces taxable income through tax deductions, 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 their dependents. You acknowledge and agree to the current tax reduction and also acknowledge and agree to the potential negative effects on future social security benefits for you, your spouse, and any dependents.**

**12a. Business Owners: State laws regarding the collection of sales tax by online sellers may require separate registration, collection, filing, and payment with many states at very low activity levels. We were not engaged to, nor did we, determine whether individual state sales tax rules apply to your business. Determination of whether an individual state’s sales tax rules apply to your activity is your responsibility unless we have a SEPARATE written**

**engagement letter acknowledging our responsibility to determine or apply sales tax rules for an individual state. Failure to register and file with an appropriate state may expose you to severe penalties.**

13. Privacy laws established by the IRS prohibit us from providing confidential information or copies to anyone other than you without your specific written authorization. To comply with these regulations, we provide all copies of all returns to you in a secure web portal, as discussed below. In the interest of maintaining service quality and timeliness, we may use a 3<sup>rd</sup> party service provider to assist us in the use of technology to facilitate compliance with the disclosure and storage of your tax information. We and the 3<sup>rd</sup> party provider have established written procedures and controls designed to protect client confidentiality and maintain data security.

14. If we 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 that the communication is privileged. You agree to pay 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 a business associate. We recommend that you contact us before releasing information to a third party.

15. 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 them to you upon 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 possible future use, including potential examination by any government or regulatory agencies.** Your signature on Form 8879 acknowledges your receipt of the original documents provided to us. If you move or do not wish to receive an organizer, please notify us, and we will send the organizer to the address we used on your prior year's tax return.

16. In the interest of facilitating our services to you, we utilize a secure web portal. Your use of this portal must comply with our standards of use, and as owners of the portal, we retain the right to limit and deny use of the portal for inappropriate purposes. Your access to files maintained on the portal will be terminated no later than 30 days after the earlier of your or our termination of services under this Agreement or April 15 (upon service termination) unless we are notified in writing of your desire to extend your tax return. All confidential information sent to you or third parties (at your direction), as well as the portal, will be password protected. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and 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.

17. We do not and will not advise you regarding the economic viability or consequences of an investment or whether you should or should not make a particular investment.

18. Payments for billings are due upon receipt, and billings become delinquent if they are not paid within 30 days of the invoice date. If you are delinquent in payment, your account may be subjected to collection actions, and you will become additionally responsible for collection, legal, administrative, court, and any other fees incurred by us in collecting your delinquent account. If billings are not paid within 60 days of the invoice date, at our election, we may stop all work 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 within 30 days (on a timely basis) for services rendered as required by this engagement letter. You further acknowledge and agree that in the event 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.

19. In recognition of the relative risks and benefits of this Agreement to both the client and the accounting firm, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any or all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this Agreement. The client and the accounting firm intend and agree that this limitation applies to any or all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this engagement letter.

**20. From time to time, various third parties may request that we sign, for you, some verification of income, employment, or tax filing status. Because we were engaged only to prepare your income tax return, the state board of accountancy prohibits us from signing any such document, and any third party request to do so is a violation of those rules prohibiting us, by law, from the issuance of an opinion without performing an audit. These returns are not intended to benefit or influence any third party, either to obtain credit or for any other purpose.**

21. Notwithstanding anything contained herein, both the Accountant and client 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 [Specific County], [Specific State], USA, and [Specific County], [Specific State], 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 [State].

22. 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 the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that 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 transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of information.

23. It is our policy to put all advice upon which a client might rely into a written memorandum prior to you relying on such advice. We believe this is necessary to avoid confusion and to make clear the specific nature of our advice. Do not rely on any advice that has not been put into writing for you.

24. 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 this Agreement is affected, and all other provisions remain in full force and effect.

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 this Agreement is affected, and all other provisions remain in full force and effect.

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

**X** \_\_\_\_\_  
**Primary Taxpayer Signature**

\_\_\_\_\_  
**Date**

**X** \_\_\_\_\_  
**Spouse Signature**

\_\_\_\_\_  
**Date**