



FOX VALLEY TAX SOLUTIONS

Engagement Letter for Tax Preparation Services

Client(s) Name: _____

This letter confirms the terms of our tax engagement and clarifies the nature and extent of the professional services that we will provide.

Preparation: We will prepare the following **Individual Tax** returns:

Federal - Tax Year(s) _____ State(s) / Tax Year(s) _____

We will prepare the following **Business Tax / Estate / Trust** Returns:

Federal - Form / Tax Year(s) _____ State(s) /Tax Years _____

This engagement pertains only to the listed tax year(s), and our responsibilities do not include preparation of any other tax returns that may be due to any taxing authority. Our services are not intended to determine whether you have filing requirements in other taxing jurisdictions than the one(s) you have informed us of. This engagement does not apply to services related to an audit of the return by a government agency, additional correspondence with a government agency, or other services that may be required after filing of your returns. We are available under the terms of a separate engagement letter to provide Audit Services or a nexus study that will enable us to determine whether any other state tax filings are required. We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it for us. We will render such bookkeeping assistance as we find necessary for the preparation of the income tax returns at an additional charge when necessary to properly prepare the return. You must review the return carefully before signing to make sure the information is correct. Our work does not include any procedures designed to discover defalcations or other irregularities, such as fraud or embezzlement, should any exist.

You agree to furnish all information that is necessary for the preparation of the above tax returns and are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You are responsible for disclosing any foreign accounts that may trigger a filing requirement. You are also responsible for maintaining sufficient documentation to substantiate all items of income and deduction claimed, including travel and entertainment expenses. We recommend that you provide photocopies or digital copies of all tax documents to prevent any loss of data. Fox Valley Tax Solutions will not be responsible for lost originals. Fox Valley Tax Solutions conducts business via the U.S. Postal Service unless you request otherwise, and will not be responsible for any lost or stolen documents.

Requirement to File Electronically: We are required by law to file most income tax returns electronically. If your return cannot be filed electronically, or you request a waiver from the electronic filing requirement, we may require your approval and signature on a waiver document. In this case we will supply you with paper copies and envelopes for sending to the appropriate Federal and State agencies.

Fees & Payment: Our fees will be based upon the complexity of your tax return(s), time required, as well as out-of-pocket costs and processing and handling fees. If you request an estimate, we will give you a non-binding estimate based upon your representations about the complexity of your tax return(s). We make every effort to hold fees to the amount of your estimate. Because unforeseen or changed circumstances might affect this original fee estimate, your actual fees may exceed the original fee estimate. It is our policy to notify you as soon as practical when the fees exceed the original fee estimate.

Fox Valley Tax Solutions reserves the right to ask for a retainer, based on the estimated price of the tax return. If the cost of preparation exceeds the retainer, the difference must be paid before we file your returns. Any excess will be refunded. If a retainer is required but not paid, services will be terminated. If a retainer is not required, we require full payment of preparation fees before we file your returns.

Liability: You agree that Fox Valley Tax Solutions' liability hereunder for damages, unless caused by our gross negligence or willful misconduct, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. If you should receive a notice from a taxing authority, you must provide a copy within 30 days of the date on the first notice. In the event of an examination or other government contact, we are available for a fee to represent you upon request.

Document Retention: It is our policy to retain work papers related to this engagement for seven years. Upon the expiration of the seven-year period, you agree that we shall be free to destroy our work papers. 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. You should retain the tax records related to the current year's tax returns, including any receipts, statements or other supporting documentation, for at least seven years after it was filed, since any additional assessments are usually made during this period. Once your return(s) is (are) completed, you will be given a copy for your records.

Privacy Notice: As your service provider, we collect information provided by you from your tax organizer, worksheets, documents, computer data files and discussions. It may also include information provided to us at your request by brokerage houses and banks, and information that we develop as part of the engagement. We are committed to the safekeeping of your confidential information and we maintain physical and electronic safeguards to protect your information. We are required to keep all information about our engagement confidential. We will not disclose any information about you unless we have your approval as required by law, even if you are no longer a client. If you would like your records released to a third party, such as a mortgage lender, you must provide us a signed disclosure statement in a timely manner. A copy of our disclosure statement can be found on our website.

Confidentiality Assurance, But Not Attorney-Client Privilege: Information you provide will be kept confidential. However, our discussions are not protected by any form of attorney-client privilege. We will advise you to consult with an attorney at any time we feel it may be appropriate.

Jurisdiction: Notwithstanding anything contained herein, both Fox Valley Tax Solutions and you agree that regardless of where you are domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into in our office located in Kane County, Illinois, USA, and Kane County, Illinois, 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 Illinois.

Agreement: If the foregoing correctly sets forth your understanding of our tax engagement, please sign this letter in the space below. We want to express our appreciation for this opportunity to work with you and sincerely appreciate your engagement in this matter.

_____ Date _____ Date _____
Client signature *Spouse signature (if required)*

_____ Date _____
Fox Valley Tax Solutions signature