



2020 ENGAGEMENT TERMS & CONDITIONS

Thank you for the privilege of serving your tax return preparation, planning and advisory needs. This letter confirms the terms for our engagement and clarifies the nature and extent of the services we will provide.

Depending on the fee option chosen from your Implementation Plan (Partner, Associate or Essential), we will prepare your 2019 Federal Income Tax Return, applicable state returns and the other listed services as directed by you from information you furnish us.

Our Responsibilities

We will not audit or otherwise verify the data you submit, although we may ask you to clarify some of it. Since you have the final responsibility for the accuracy of your income tax returns, an authorized officer should review them carefully before they are signed and filed. We will also be available to answer your inquiries on specific tax matters and to consult with you on income tax and related planning under a separate fee and engagement.

Mid-Year Tax Planning (applicable to the Associate and Partner fee options), includes preparation of an income tax projection based upon the interim financial records. It does not include any verification, correction, or reclassification of improperly coded transactions. We will also make recommendations for tax minimization strategies when applicable. By their very nature, tax projections are speculative and very much subject to change depending on the final outcome of your personal, business and investment activities. We are not responsible for updating the projection unless requested to do so for an additional fee.

This engagement letter does not cover the preparation of any financial statements, which, if requested, will be covered under a separate fee and engagement. In addition, many taxpayers are required to file a Use Tax Return for the purchase of items used or consumed for personal or business purposes for which sales taxes were not paid. This most commonly occurs when items are purchased online from out-of-state vendors. We are not responsible for the filing of this return, and will do so only upon your written request.

Your Responsibilities

You are responsible for the proper recording of transactions, for the safeguarding of your assets and data and for the substantial accuracy of your financial records and data. Our work in preparing your tax returns does not include any procedures designed to discover fraud or other irregularities, should any exist. If necessary, we may prepare and post bookkeeping and adjusting entries we find necessary in connection with preparation of the income tax returns. These adjustments will be included in your QuickBooks data upon completion of the income tax returns.

Special note for QuickBooks Desktop users: The adjustments we make will be included when we return the Accountants Copy. If you are unable to upload these changes due to a software update, removing restrictions or allowing our upload to expire, there will be an additional fee for us to recreate the adjustments.

In submitting information to us for meal, travel and entertainment expenses, you are confirming to us that you have adequate documentation for all expenditures of \$75 or more, showing the amount, date, place and the business nature of the expense. *In addition, you have properly classified all meal and nondeductible entertainment expenses.*

If during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. Likewise, if you become aware of such information during the year, please contact us to discuss the best resolution of the matter, which may include the preparation of amended returns as a separate engagement.

Terms and Conditions

In the interest of facilitating our services to your company, we may communicate by means of facsimile or e-mail over the Internet. Such communications may include information that is confidential to your company. Our firm uses a secure file sharing service for the transmission and sharing of confidential data. Please contact us before sending confidential data so that we can provide you with a link to securely send us the data. While we will use reasonable 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 electronic devices during this engagement.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your federal tax return for one year after the return's due date. Your authorization is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your tax return with us.

Your returns are, of course, subject to review by taxing authorities. Any items resolved against you by the examining agent are subject to certain rights of appeal. In the event of an examination, we will be available to represent you.

Our fees for tax services will be billed as provided in the 2020 Implementation Plan. Our fees are not contingent on any outcome achieved as a result of our services. Invoices will be emailed to you upon project completion and are due and payable upon receipt. The email will include links to pay by credit card, debit card or ACH bank transfer. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1.5% per month.

The fees quoted in the Implementation Plan are primarily based on the scope and complexity of your prior year tax return, or outlined in our discussions. Should the scope and complexity of your 2019 tax return be significantly different, we will contact you in advance to discuss an adjustment to the quoted fee. Significant differences could include property sales, expansion of investment, business and rental activities and changes in ownership or investors.

In the event that we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Our policies require that we maintain workpapers for five (5) years. In signing this engagement letter, you acknowledge and agree that upon expiration of the five (5) year period, we are under no obligation to retain our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Both parties agree that any dispute over fees charged by Mueller Pye & Associates CPA LLC will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Mueller Pye & Associates CPA LLC, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Either party may terminate this agreement by providing written notice to the other party as provided below.

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this

engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline and fee schedule for completion of any past due work. We are under no obligation to resume services. You understand that this may result in significant delays.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10-day period.

You may elect to terminate this agreement by providing Mueller Pye & Associates CPA LLC with 30 days written notice. In the event services are terminated, you assume responsibility for the transfer of any 3rd party vendor services as described earlier in this agreement, as well as compensating us for work performed through the date of termination.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

If the above fairly sets forth your understanding, simply submit your tax return data to us. The receipt of your tax data will serve as your agreement to these terms.

We are pleased to have you as a client and express our appreciation for this opportunity to work with you.

Kind regards,

MUELLER PYE & ASSOCIATES CPA LLC



Paul F. Mueller, CPA



Robyn Pye, CPA
