

AFFORDABLE Bookkeeping, Accounting & Tax Services



Engagement Agreement for Tax Services

Part 1 of 2 Documents

**Part 1 OF THIS DOCUMENT CONTAINS 3 SECTIONS
AND IS PRINTED ON 8 PAGES**

Please read it carefully before you sign. You will be asked to sign at the end of Part 2 confirming your understanding of the terms / conditions and your agreement to those terms / conditions.

- **Section #1: Engagement Agreement for Tax Services**
 - **Section #2: Information About Services and Fees**
 - **Section #3: Secure Document Sharing File Set Up**

Section 1: Engagement Agreement for Tax Services

This document confirms the terms of our engagement with you and outlines the nature and extent of the services we will provide.

We will prepare your federal and state income tax returns for the year(s) that you request. We will depend on you to provide the information we need to prepare complete and accurate returns. We may ask you to clarify some items but will not audit or otherwise verify the data you submit. A tax organizer form will be provided to help you collect and share with us the data required for us to prepare your return(s). If multiple year tax returns are requested, a completed tax organizer form for each of those years is necessary. The organizer will help you avoid overlooking important information. By using it, you will contribute to the efficient preparation of your returns and help minimize the cost of our services. It is a confidential document between you and our firm so feel free to ask questions and speak in user friendly terms about the information that you are being asked about. Adequate space is provided so that you can ask questions or bring matters to our attention that are not asked about on the form.

We will perform accounting services only as needed to prepare your tax returns. Additional fees may apply for any bookkeeping and/or accounting work that may be required to prepare your tax returns. Fees for these services are outlined on our website and in other required intake forms that you should review carefully before signing. Our work will not include procedures to find inaccuracies or irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for you to clarify some of the information that you submit. We will inform you of any material errors, fraud, or other illegal acts we discover.

The law imposes penalties when taxpayers underestimate their tax liability. Call us if you have concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on your behalf, the alternative you select.

Our fee is based on the time required and/or a set fee per tax form at standard billing rates posted on our website plus any out-of-pocket expenses. Invoices are due and payable upon presentation. MKA will not file your tax returns until all open invoices are paid in full. All accounts not paid within terms are subject to interest charges to the extent permitted by state law. You may be responsible for any court costs, legal fees, collection costs, etc. incurred to collect fees earned by our firm. For specific fee and pricing information for tax services, please visit our website: www.mkabusiness.com

We will return your original records (paper copies, if any) to you at the end of this engagement. Store these records, along with all supporting documents, canceled checks, etc., in a secure location in case these items are needed later to prove accuracy and completeness of a return.

We retain copies of your records and our work papers for your engagement for seven years, after which these documents will be destroyed.

Our engagement to prepare your tax returns each year will conclude with the delivery of the completed returns to you (if paper filing) or your signature and our subsequent submittal of your tax return (if e-filing). This engagement agreement will remain in effect until and unless it is cancelled by MKA or yourself in writing. Therefore, there is no need to sign a new engagement agreement for tax services provided by our firm every year. If you have not selected to e-file your returns with our office, you will be solely responsible for filing the returns with the appropriate taxing authorities. Review all tax return documents carefully before signing them. Unless resulting from willful misconduct, the liability of MKA and / or its employees and contractors for any type of damages is limited to the amount of MKA fees billed (and paid) to the client under this agreement or any other service agreement in place with MKA.

To the fullest extent of the law, the client shall indemnify, defend, and hold harmless Moshe Klein & Associates, Ltd., its officers, employees, agents, representatives, consultants, and contractors from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities ...arising out of, resulting from, or in connection with the services outlined in this Contract or provided by Moshe Klein & Associates, Ltd.

Section 2: Information Regarding Tax Services & Fees

Each tax return is unique. Fees may vary depending on complexity and the number / type of forms and schedules required.

Fees for forms and schedules listed on the web site are for general information purposes only and should be used by the client as a guide to estimate the cost of tax return services.

MKA will not quote fees over the phone or cap fees before working the actual returns. Fees for tax services can vary based upon the actual forms, schedules and work required to prepare the tax returns that may not be known before work on the returns begin

Additional fees may be charged due to the complexity of the tax return, the number of revisions required, and/or the time involved overall to prepare the returns. To keep the fees as low as possible, clients are advised to prepare and organize all tax related documents in advance and to start preparing tax returns early in the season.

Fees for tax services are lowest in January and February each year. Fees increase starting in March as outlined on the web site.

Fees for tax services are calculated based on the month that the client provides ALL necessary paperwork, information, documents, and forms that MKA needs to prepare the tax returns. Example: The client signs an engagement agreement for tax services in February but does not finish uploading ALL of the necessary and required tax related documents that MKA needs to prepare a complete and accurate tax return until April. In this example, the client will be charged according to the fee schedule posted on the firm's website for April (not February). Those documents should be uploaded to the secure document sharing portal.

Tax returns are not assigned to a tax preparer or put on the calendar to be worked on by a tax preparer until the client confirms via email that ALL necessary paperwork has been uploaded for MKA to use in the secure document sharing file.

Step by step instructions for tax services are located on the MKA website:

www.mkabusiness.com

The client understands that MKA will not schedule tax returns to be prepared until the client confirms in writing via email to: miriam@mkabusiness.com that all necessary and required tax related documents that MKA will need to prepare tax returns accurately and completely have been uploaded to the secure document sharing file. Additional charges or fees may be incurred if MKA must rework the tax returns due to the client providing incomplete or inaccurate tax related documents or information.

At the discretion of MKA, from time to time, it will be necessary to secure a tax filing extension for client's business and/or personal returns. There is no charge for this service. The client will be notified by MKA as to the reason for the need to put the returns on filing extension. This may be necessary because MKA may not be in receipt of all required tax materials needed to prepare the returns in time for the filing deadline or because of workflow challenges at MKA. It's important for the client to understand that an extension of time to prepare and file a tax return is not an extension of time to pay any Federal or State taxes that might be owed. The client may have to make an estimated tax payment before the actual deadline according to Federal and State rules to avoid late payment penalties and interest.

If MKA must put a client's returns on filing extension due to workflow issues at the firm, the client will not be charged for this service and will not be charged a higher service fee because of the delay. The client's fee will be locked in according to the MKA website pricing menu based on the month that the client confirmed that all necessary tax materials have been uploaded to the secure document sharing file.

The primary methods of communication between MKA and clients is by phone or email. MKA staff will not respond to tax or business questions via social media or chat. This is for the protection and safety of all parties involved.

MKA staff will do all that they can to prepare tax returns in a timely manner after the client notifies the firm that all required tax related materials have been uploaded to the secure document sharing file. The client understands that tax season can be hectic and unpredictable and that from time-to-time tax returns on the calendar must be moved around to accommodate other clients with pressing tax issues or high priority tax filing deadlines. This could result in delays for some clients having their returns prepared. All client returns are a priority to the firm and MKA will do all that they can to prepare returns as quickly as possible.

Clients should carefully review all tax return drafts prepared by MKA for accuracy and completeness. Standard and routine adjustments and corrects to the draft tax returns will be made at no charge.

Clients should never sign a tax return if it does not meet with their approval. MKA staff are always glad to answer any questions about the returns and to explain any aspect or section of the return document. Standard and routine edits can and should be made by MKA before the client signs a tax return. There is no extra charge for MKA to make standard and routine edits based on material and information that the client provided to the firm and that was used to prepare the original tax return draft. Additional fees may apply for edits, changes or amendments to the returns for additional information provided to MKA after the draft returns are prepared for the client's review.

Your signature on the tax return indicates that you have reviewed the document that MKA has prepared, that the document is accurate and complete, and that it meets with your approval for filing. MKA will never file a tax return that has not been reviewed and signed by a client.

Tax return service fees quoted are for Federal and ONE state. Additional fees for multi-state returns will be charged starting at \$100 based on complexity of the state returns.

All fees outlined are for tax return preparation services only. Additional fees will be added for bookkeeping, document sorting, missing information, etc. To avoid additional fees and service charges, please do all that you can to have your forms, documents, and financial records in good order and ready for your MKA tax preparer to use to prepare the returns without complication or delay. Bookkeeping services are NOT included in the tax preparation fees quoted.

MKA provides tax preparation services to clients in all 50 states. Each client will be provided with a Secure Document Sharing File for FREE to upload tax documents securely and confidentially. Documents in the secure file sharing folder are available to clients 24/7. Tax returns prepared by MKA will be uploaded to the document sharing file for client review and revisions. Client understands that any documents related to tax services sent via email will NOT be viewed by the MKA team or considered as "received" by MKA. All tax related documents and materials should be uploaded to the secure document sharing file only.

Additional fees may apply for clients who wish to come into the office to have tax returns prepared while they wait. In person services may not be available in all areas. A special appointment must be made for any in person services.

Section 3: Secure Document Sharing File Set Up

This document confirms the terms and conditions by which Moshe Klein & Associates, Ltd. will gather information from clients and how the firm will share information with clients.

While providing professional services, Accountants, Bookkeepers and Tax Professionals need to gather many pieces of sensitive, personal information from clients. This includes financial information, tax identification numbers, financial account numbers, and other crucial financial data. If unauthorized third parties obtained this data, they could cause damage to the client ranging from simple embarrassment to identity theft.

Therefore, it is critical for Moshe Klein & Associates, Ltd. to maintain control over the transfer of data to assure that our client's confidential information is not compromised.

Technological advances have expanded the options for electronic data transfer, which is what we are referencing herein.

Our firm has set up a very user-friendly system for sharing confidential and sensitive information with our clients and to afford our clients a safe and easy way to upload and share information with the firm.

MKA will set up ONE secure document sharing file for your family's personal tax returns and tax related information. The secure document sharing file will include folders for any business entities that you own that do NOT require separate tax returns and where tax related information is included on Schedule C of your personal tax returns.

MKA will set up a SECOND secure document sharing file for your business entity that you own WHEN a SEPARATE tax return is required.

Information that you share with the firm and that the firm shares with you should be saved to the correct secure document sharing file. You should not store personal tax documents in the business file or business documents in the personal file (unless they are included on your personal returns as part of Schedule C)

All tax returns and documents, bookkeeping and financial reports, etc. are available 24/7 to our clients via the secure document sharing file. You always have full control over access to the file and its contents.

There is no cost to you to set up a document sharing a secure file, and the process is simple. You will receive an email from MKA as soon as your secure document sharing file(s) is set up with simple instructions regarding access and use.

All clients must have a secure file document sharing account set up to transmit sensitive documents to MKA and for MKA to send and store confidential information for the client.

MKA will not open any confidential documents sent via email as attachments. If a client sends any confidential documents or sensitive information via email or email attachment, MKA will consider that email as NOT received by the firm and will not be responsible for consequences associated with that information in any way.

MKA will NOT be responsible for confidential information sent via email or email attachment by a client or prospective client. The client will hold MKA harmless from any claims whatsoever for any security breach by any third party related to documents and information shared with MKA, by MKA or through MKA channels of communication and information sharing including but not limited to the secure document sharing file system, email, phone or any other information sharing stream.

MKA will NOT transmit sensitive or confidential documents to clients or prospective clients via email or email attachment.

MKA will only use the secure file document sharing account system for document sharing purposes. Any sensitive or confidential information not uploaded properly to the document sharing file will not be considered received by MKA, Ltd and MKA, Ltd will not assume responsibility or liability for services related to such information sent outside of the document sharing file.

Whenever a document is uploaded to the secure document sharing file by MKA for the benefit of the client, an email notification is sent to the client requesting that they open the document safely in the secure document portal for review or signature. The same is true when a client uploads anything into the portal for MKA. MKA will be notified via email that the client has uploaded a document. However, when anything is uploaded by the client that might be time sensitive or urgent in any way, it is always best to send an email to the firm associate that you are working with to let them know that you uploaded an important and time sensitive document that should be reviewed asap.

Communication with clients and potential clients via social media or text is for marketing and general service information only. MKA will not provide business guidance or advice of any kind via social media or text. Clients are requested to use email and telephone during regular business hours posted to the website to communicate with MKA regarding any business matter in question or project in progress.