



2023 Individual Tax Return Annual Engagement Letter

We appreciate the opportunity to work with you. To minimize the possibility of a misunderstanding between us, we are setting forth pertinent information about the services we will perform for you. **Please sign and date this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement.** (Note our new address – our Waltham office is closed, permanently.)

1. We will prepare your 2023 US and Resident State (if any) individual income tax returns and the related tax return schedules from information you furnish us. We will rely upon the completeness and accuracy of the information and representations you provide to us to prepare your tax returns. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. We may furnish you with tax organizers and questionnaires to help you gather and organize the necessary information for us, in order to keep our fee to a minimum.
2. We must receive all information to prepare your tax returns by March 16, 2024 to ensure that they will be completed by April 15, 2024. We will make every attempt to prepare returns by the due date, but we anticipate many returns will need to go on extension. If we have received your documents, but are unable to complete your returns by the deadline we will be in touch with you regarding an extension. We may not be able to provide the same level of assistance in determining extension amounts if your return information is received after March 16, 2024. Since extensions do not constitute a complete calculation of your return, payments suggested with those extensions could be inadequate and you may be subject to late filing or late payment penalties if taxes are due when the extended return is filed. **We do not file tax extensions for clients who have not sent us information, unless specifically requested to do so.**
3. It is your responsibility to maintain, in your records, the documentation, e.g., receipts, mileage logs, etc., necessary to support the data used in preparing your tax returns. We routinely scan and keep copies of some supporting documents; however, you should retain all the documents, canceled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. If you have any questions as to the type of records required, please ask us for advice in that regard. It is also your responsibility to carefully examine and approve your completed tax returns before signing and mailing them to the tax authorities or authorizing electronic filing. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest.
4. We are responsible for preparing only the returns listed above. Resident state returns will be prepared based on your representation to us of resident status during the tax year. If there are non-resident state returns or other additional returns you wish us to prepare, please insert them here: _____.
Our services are not intended to determine whether you have filing requirements in taxing jurisdictions other than the one(s) you have informed us of. Our fee does not include responding to inquires or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard rates.
5. As part of your filing obligations, you may be required to report the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign financial assets, so we may properly advise you regarding your tax filing obligations.
6. If the income tax returns we are to prepare in connection with this engagement are joint returns, and because you will each sign those returns, each of you is our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with this engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all documents and other information concerning the preparation of your return.
7. Our work is not intended to benefit or influence any third party, including any entity or investment which may seek to evaluate your creditworthiness or financial strength. You agree to indemnify and hold us harmless from any and all claims arising from the use of the tax returns for any purpose other than complying with your tax filing obligations regardless of the nature of the claim. We will not respond to any request from banks, mortgage

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brokers or others for verification of any information reported on these tax returns. We do not communicate with third parties or provide them with copies of tax returns.

8. Assisting you with your compliance with the Corporate Transparency Act (CTA) of 2024, including beneficial ownership information (BOI) reporting, is not within the scope of this engagement. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. CTA only applies to corporations and LLCs including disregarded entities.
9. In the event 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 rates, for the time we expend in connection with such response, and to reimburse us for all of our out of pocket costs incurred in that regard.
10. Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter.
11. We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, we will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf, the alternative which you select after having considered the information provided by us, provided it is consistent with our understanding of tax reference materials and our professional standards.
12. The law provides various penalties and interest that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. You have final responsibility for the accuracy of your tax returns.
13. Our fee for these tax services will be based on our standard rates. Invoices are due and payable upon presentation. Tax returns may not be electronically filed if payment has not been received. The suspension or termination of our work may cause you to fail to meet deadlines imposed by creditors, governments or other third parties or may result in other adverse consequences and is a proper consequence of nonpayment of our statements. Our services will conclude upon delivery of the completed tax returns discussed above or upon our resignation from the engagement.

It is our policy to initiate services after we receive the executed engagement letter. However, if this firm does not receive from you this letter, in fully executed form, but receives from you a completed copy of the tax organizer and/or supporting documentation requested therein, then such receipt by this office shall be deemed to evidence your acceptance of all of the terms set forth above and we will commence with the tax return preparation process.

We appreciate the opportunity to serve you.

Sincerely,

Michael S. Kaplow
Certified Public Accountant

I have read, understand and accept the terms and conditions of this engagement letter.

Client (or representative) signature

Date

Client name