



The Floyd Company

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.

SERVICES TO BE PROVIDED

We will prepare your tax returns from information you furnish us. We do not use foreign third parties for preparation of your tax return, but we may use outside processing companies for electronic filing and backup storage purposes. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. We will furnish you with tax organizers and worksheets to help you gather and organize the necessary information for us, in order to keep our fee to a minimum.

CLIENT RESPONSIBILITIES

We must receive all information to prepare your return two weeks in advance of the due date to ensure that your return will be completed in a timely manner. If we have not received all of your information two weeks prior to the due date and your return is not completed by the due date, you may be subject to IRS late filing or late payment penalties. We do not file tax extensions for clients unless specifically requested to do so.

It is your responsibility to maintain, in your records, the documentation necessary to support the data used in preparing your tax returns, including but not limited to the auto, travel, entertainment and related expenses as well as the required documents to support charitable contributions over \$250. 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. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for any resulting tax, penalties and/or interest.

REQUEST FOR ADDITIONAL SERVICES

We are responsible for preparing only the returns you've requested we prepare. If there are additional returns you wish us to prepare, such as sales tax, property tax, inheritance, gift or estate tax, other income tax returns for other entities or other states or cities tax returns please notify us. Our fee does not include responding to inquiries or examination by taxing authorities. However, we are available to represent you and our fees for such services are at our standard hourly rates.

SUBPOENAS AND OUTSIDE INQUIRIES

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 any privileged information to a third party.

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 any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communications as privileged.

RECORD RETENTION

Our firm maintains and complies with a three (3) year records retention policy.

COMPENSATION

Our fee for these tax services will be based on our standard rates. Invoices are due and payable upon presentation. No further work will be performed when an unpaid balance over 60 days is outstanding, unless a written waiver is granted. 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.

RESOLUTION OF POTENTIAL ETHICAL CONFLICTS

We will use our judgement to resolve questions in your favor where a tax law is unclear if there is a reasonable justification for doing so. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your return. We will follow whatever position you request, so long as it is consistent with the law. If the IRS should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such penalties or assessments.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES, 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.

We appreciate the opportunity to serve you. Please date and sign 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.

Sincerely,



Pamela J. Floyd, EA

Date

Client Signature

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

Privacy Policy

In order to meet the requirements of the Gramm-Leach-Bliley Act of 1999, I am writing to inform you of the privacy policy of this firm.

We collect nonpublic personal information about you from the following sources:

Information we receive from you on applications, tax organizers, worksheets and other documents.

Information about your transactions with us, our affiliates or others; and

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those members of our firm who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about this policy, please do not hesitate to contact us.

11.28.22
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_____ The Floyd Company _____
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