



**It is your responsibility to provide all the information required for the preparation of complete, comprehensive and accurate tax returns.** You should retain all the documents, cancelled checks, and other data that form the basis of income and deductions. These may be necessary to support the accuracy of the tax returns to a taxing authority. Current tax laws state that you have the final responsibility for the income tax returns. You therefore should review them carefully before signing them.

We will perform accounting and bookkeeping assistance only as determined to be necessary for preparation of the income tax returns. In addition, we will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such issues with you and in your favor whenever possible. Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud and defalcations, which might exist.

If an extension of time to file your tax return(s) is required, any tax that may be due with the tax return(s) must be paid with the extension. Any amounts not paid by the filing deadline are subject to interest and late payment penalties. All costs in this regard are your responsibility. This includes any additional fees for the extension as well as any penalties and/or interest that may be due because of the late payment.

Tax law provides for various penalties that may be imposed when taxpayers understate their tax liability. Please ask if you would like more information regarding this topic.

It is your responsibility to provide sufficient amounts of money to pay your taxes so that we can submit them in a timely manner on your behalf. You understand and acknowledge that you are solely responsible for defending any and all claims and paying any and all damages that may arise out of your failure to sufficiently fund your tax obligations in a timely manner; and/or your request that we delay submission of your taxes beyond the due date for any reason whatsoever. Moreover, you agree to defend and indemnify Peachtree Financial against any and all claims arising out of or related to any such circumstances.

Your tax returns may be selected for review by the taxing authorities. Any proposed adjustments resulting from that review are subject to certain rights of appeal. In the event of such government review or tax examination, we will be available upon request to represent you under separate engagement and additional invoices for the time and expenses incurred will apply if engaged for representation.

As additional consideration for us to provide you these services, you agree that the extent of our liability for damages to you for any actions taken will not exceed the total amount actually paid by you for our services. You agree that this will be your only remedy and you hereby waive any other claims you have now or in the future for actual, incidental, and consequential damages, including, but not limited to, lost profits and third party claims.

Regardless of the location of your residence or business, the Fayette County Superior Court, the State of Georgia, or the appropriate federal district court having venue, will have jurisdiction over all controversies that might arise regarding this agreement.

It is agreed by us that there are no other agreements or understandings between us relating to the subject matter of this engagement agreement and that it supersedes all prior income tax return engagement agreements and the like, either written or oral, that exist or may have existed for the 2024 tax year. Neither this engagement agreement nor its execution have been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed in this agreement. No change or modification of this engagement agreement shall be valid unless made in writing and signed by the parties.

Either you or Peachtree Financial and its affiliates may cancel this engagement at any time by any form of written or electronic notice. **If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.**

**Foreign Asset Disclaimer:** Peachtree Financial has made you aware that U.S. taxpayers are required to report their worldwide income, that is, income from both U.S. and foreign sources. In addition, taxpayers who own, have an interest in, or signature or other authority over, assets in a foreign country, may be required to report the existence of the asset. Client agrees and indemnifies Peachtree Financial that client has reported to Peachtree Financial any and all foreign assets in which client has either ownership or signatory authority including but not limited to funds in foreign financial institutions, real estate, rights to foreign pension plans, rights to distributions from foreign estates or trusts, life insurance with cash surrender values or any other foreign assets. Failure to comply with these U.S. laws could result in severe penalties.

**Worker Classification Disclaimer:** Client agrees that Peachtree Financial will not be responsible for advising client with respect to independent contractor status as part of the Peachtree Financial services. If client has any questions regarding the classification of employees versus independent contractors, Peachtree Financial strongly encourages client to consult with legal counsel experienced in employment practice matters.

**Corporate Transparency Act Disclaimer:** In accordance with the Corporate Transparency Act, timely submission of the initial Beneficial Ownership Information **filing and any subsequent changes pertaining to your company is your sole responsibility**. For more information regarding Beneficial Ownership Information filing requirement, please go to [www.fincen.gov/boi](http://www.fincen.gov/boi)

## **RECORD RETENTION POLICY**

We will retain our work papers and copies of your financial reports and other records for the engagement for seven years. We will provide you copies of tax returns prepared upon completion. If you should need replacements, we will provide additional copies which might incur additional costs to you. All of your original records will be returned to you. After seven years, our records pertaining to this engagement will no longer be available. Physical deterioration or catastrophic events may shorten the term during which our records will be available. The work papers and files of our firm are not a substitute for your original records. It is agreed and understood that in connection with the performance of our engagement, the work papers prepared by us will remain property of Peachtree Financial and its affiliates.

## **Privacy Policy**

It has always been our policy to keep all information that we collect from you confidential from all sources. We restrict access to all nonpublic personal information about you to members of our firm who need to know that information to provide services to you. We do collect nonpublic personal information about you from the following sources:

- 1) Information we receive from you on application, worksheets and other forms,
- 2) Information about your transactions with us, our affiliates or others, and
- 3) Information we receive from outside agencies such as banks and brokerage houses.

We do not disclose any nonpublic information about our customers or former customers to anyone, except as required by law. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.