



1. We are pleased to confirm our understanding of the arrangements for your income tax return(s). This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work.

2. This engagement letter represents the entire agreement regarding the services described herein and supersedes all other prior proposals, representations, or agreements. The Internal Revenue Service imposes penalties on taxpayers, and on us as return preparers, for failure to observe due care in reporting for income tax returns. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we prepare tax returns to confirm the following arrangements. We will prepare the returns from information which you will furnish to us. It is your responsibility to provide all the information required for the preparation of complete and accurate returns. We will furnish you with any questionnaires and/or worksheets that you request to guide you in gathering the necessary information. Your use of such forms will assist us in keeping our fee to a minimum. To the extent we render any accounting and/or bookkeeping assistance, including (but not limited to) telephone calls, letters, emails and third party consultations it will be limited to those tasks we deem necessary for preparation of the returns and will be billed at our standard billing rate of \$ 165 per hour.

### **TAX PREPARER RESPONSIBILITIES**

3. We will prepare your 2021 Federal and State(s) individual income tax returns, as you have listed on the attached Engagement Letter Acknowledgement, related Federal and State schedules, and other returns as indicated from information you furnish us. We will not audit or otherwise verify the data you submit although we may ask you to clarify some of the information. We may furnish you with tax organizers and questionnaires as a guide to help you gather and organize necessary information for us, in order to keep your fee to a minimum. If you have taxable activity in a state other than that specifically listed, you are responsible for providing our firm with all information necessary to prepare any additional applicable state(s) income tax returns as well as informing us of the applicable states. We will prepare only those state returns specifically listed on the attached Engagement Letter of Acknowledgement.

*4. We are responsible for preparing only the specific individual income tax forms for the specified reporting agencies listed in this letter. Any other required services, forms or other actions on our part require a separate engagement letter. In the absence of written communications from us documenting such services, our services will be limited to and governed by the terms of this engagement letter.*

### **TAXPAYER RESPONSIBILITIES**

5. We must receive thorough and complete information to prepare your return by **March 25, 2022**, to ensure that your return will be completed by April 15, 2022. If we have not received all of your information by March 25, 2022, we cannot guarantee your return will be completed by April 15, 2022. **We DO NOT automatically file tax extensions for clients, you must notify us if you wish**

**us to file an extension.** Failure to file an extension may make you subject to various penalties and interest. An extension does not relieve you from paying any tax due on the due date. **We must receive ALL information to prepare your return on extension by October 1, 2022, to ensure your return will be completed by October 15, 2022.**

6. Please note that any person or entity subject to the jurisdiction of the United States (including individuals, corporations, partnerships, trusts, and estates) having financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having an aggregate highest-balance value exceeding \$ 10,000 at any time during the year in any foreign countries, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties. If you and /or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare Fin CEN Form 114 required by the U.S. Department of the Treasury by April 15<sup>th</sup>. ***If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required disclosure statements and penalties may be due, for which we have no responsibility. In the absence of such information being provided we will presume you do not have any foreign assets or financial interest and will not file any applicable disclosure forms without separate written authorization.***

7. We will, if possible, e-file your return 24 hours after receipt of the signed e-file authorization forms. If you require more than 24 hours to review your returns, it will be necessary to let us know prior to that deadline. It is your responsibility to carefully examine and approve your completed tax returns during this 24-hour period. If your e-filing rejects because of your error, we will prepare returns for paper filing for an additional \$25.

8. Repair regulations effective January 1, 2014 also require that business owners separately capitalize repairs and acquisitions over \$2,500 annually. You acknowledge you are aware of the changes and will provide accurate records to support your capitalization analyses and decisions for the 2021 tax year.

9. You acknowledge that you have reported all 2021 income you received including barter, cryptocurrency, consumer-to-consumer activity, cash-based revenues and all other income whether received-in person, in-kind, or electronically.

### **OTHER ITEMS**

10. 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 hourly rate. Services for examination or audit would be covered under a separate engagement letter. You agree to immediately notify us upon the receipt of any correspondence from any agency covered by this letter. Please do not respond to or click on any links from e-mails purportedly from the IRS as the IRS never initiates correspondence via email and any such emails are attempts to steal your identity.

11. 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, meals, and related expenses and the required documents to support charitable contributions for three years from the filing date. 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 return 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 resulting taxes, penalties and interest. We will rely, without further verification, upon information you provide to us from third parties including, but not limited to K-1s, 1099s, 1098s, receipts and similar items.

12. The mortgage deduction was changed as of January 1, 2018. Residential mortgages are only deductible if the mortgage is used to build or improve the property it is secured by. The total mortgage debt cannot exceed \$750,000 unless it is grandfathered at \$1,000,000 (as of 12/16/17) as long as the terms of the grandfathered debt have not changed. Equity loans are not deductible unless the mortgage funds are used to buy, build or improve your personal residence and does not exceed the allowable mortgage debt. To comply with these new rules, we need to know any amounts borrowed against your home in 2021, the date borrowed and the use of the funds. Without that information we are unable to deduct mortgage interest on new borrowings in 2021.

13. When a self-employed taxpayer reduces taxable income, there is also a reduction in earned income reported to the Social Security Administration, which could reduce current and future benefits for the taxpayer and his or her dependents. You acknowledge and agree to the current tax reduction and the potential negative effects on future social security benefits for you, your spouse and any dependents.

14. New privacy laws were established by the IRS effective January 1, 2009 and we are now prohibited from providing confidential information or copies to anyone other than you without your specific, written authorization. To comply with these new regulations, we provide all copies of all returns to you in a secure web portal as discussed below. In the interest of maintaining service quality and timeliness, we may use a third<sup>party</sup> service provider to assist us in the use of technology to facilitate compliance with disclosure and storage of your tax information. We and the third-party provider have established written procedures and controls designed to protect client confidentiality and maintain data security.

15. 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 communication as privileged. 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. ***Due to IRS regulations, WHS is no longer able to provide copies of client tax returns to third parties.***

16. In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. We also utilize a secure web portal to facilitate the exchange of information needed. While we use our best efforts to keep communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept 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.

17. It is our policy to keep records related to this engagement for three years after which they are destroyed. However, we do not keep any original client records, so will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

18. During the year, we are available for tax planning and consultations. By requesting these services, you are authorizing WHS, LLC to use your tax information. Tax planning and consultation meetings are not included in the tax preparation fee but will be billed separately based on our hourly rate. From time to time during our relationship, you may seek our advice with regard to potential investments. We are not investment advisors. Accordingly, we suggest that you seek the advice of qualified investment advisors appropriate to each investment being considered.

19. In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm have discussed and have agreed on the fair allocation of risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this agreement. The client and the accounting firm intend and agree that this limitation apply to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this engagement letter.

20. From time to time various third parties may request that we sign, for you, some verification of income, employment or tax filing status. Because we were engaged only to prepare your income tax return, without examination, review, audit or verification **the state board of accountancy prohibit us from signing any such document and any third-party request to do so is a violation of those rules prohibiting us, by law, from the issuance of an opinion without performing an audit. These returns are not intended to benefit or influence any third party, either to obtain credit or for any other purpose.**

21. We are required to obtain a copy of Form W-2 and 1095 before we are allowed to electronically file your return under the rules of IRS Circular 230.

22. Notwithstanding anything contained herein, both the accountant and client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at Accountant's office located in Carroll County, Maryland, USA, shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of Maryland.

23. In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated

by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

24. While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. Accordingly, in the event of any dispute arising out of, or relating to this engagement, the parties will first attempt in good faith, to settle the dispute through non-binding mediation administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules, before resorting to litigation or similar action. Both parties agree that there is a one-year limitation period to bring a claim against us for errors and omissions. The one-year period will begin up on the date of the tax professional's signature on the returns covered by this engagement letter.

25. Your tax preparation bill is based upon our current fee schedule provided to you along with this engagement letter. A rework fee will be charged when additional information is provided after the return is completed, but not filed. The tax preparation bill is due upon completion of these returns. The engagement to prepare your 2021 tax returns terminates upon delivery of your completed returns and original documents to you.

We appreciate the opportunity to serve you. Please date and sign the enclosed copy of this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this engagement.

Sincerely,  
**WHS, LLC**

*WHS, LLC*

Tax Year 2021 Engagement Letter Acknowledgement

Client Name(s) \_\_\_\_\_

**I request the client copy of my current tax return in the following format:**

- Paper copy
- Electronically (including client portal)  
**only your original documents returned by mail**
- Other \_\_\_\_\_

I have been given the opportunity to review the WHS, LLC engagement letter and I agree to all the terms and conditions as noted in this engagement.

\_\_\_\_\_  
(Client Signature) (Date)

Best phone #(s): \_\_\_\_\_

Email address: \_\_\_\_\_

**BOTTOM PORTION FOR TAX PREPARER**

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Returns covered by this engagement letter

- Federal 1040 and related schedules
- Maryland Individual return and related schedules
- Other State returns, list \_\_\_\_\_
- Local income tax returns, list \_\_\_\_\_
- Amended Returns as required
- Maryland Personal Property Return
- Property Tax or Renter's Credit Application
- Tax Planning - Correspondence in response to inquiries and/or notices from tax authorities
- Other, list \_\_\_\_\_