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To: Seth Burkhardt sr.burk809@gmail.com

# 2025 Veritax Client Engagement Letter

Created at: Feb-27-2025 10:14

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## Introduction

I am so excited to be working with you! This proposal will outline the services you can expect from me. This is my fourth year in the tax preparation business and each year I really enjoy helping individuals and small businesses like you reach their goals for their taxes. If you have any questions, please feel free to reach out at any time.

## **Engagement letter**



### **Individual Income Tax Preparation Services**

I appreciate the opportunity to work with you. To minimize the possibility of a misunderstanding between us, I am setting forth pertinent information about the services I will perform for you.

#### **Tax Services**

 $I\ will\ prepare\ your\ federal\ and\ state\ individual\ income\ tax\ returns\ from\ information\ you\ furnish\ us.$ 

I must receive all information to prepare your returns by March 31, 2025 to ensure that your returns will be completed by April 15, 2025. If I have not received all of your information by March 31, 2025, I cannot guarantee that your returns will be completed before the deadline. If I am unable to complete the returns, I will assume that you want me to prepare an extension of time to file your returns; however, you will need to provide me with authorization before I can file the extension on your behalf. You should keep in mind that this would be an extension of time to file the returns; however, any tax estimated to be due would need to be paid with the extension request. I assume no liability for late filing or late payment penalties.

You are confirming that you will furnish me with all the information required for preparing the returns. This includes, but is not limited to, providing me with the information necessary to identify (1) all states and foreign countries in which you "reside" (even on a temporary basis), "do business" or derive income (directly or indirectly) and (2) the extent of business operations in each relevant state and/or country. I will not audit or verify the data you submit, although we may ask you to clarify it or furnish us with additional data. You should retain all the documents, books, and records that form the basis of your income and deductions. The documents 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 me for advice in that regard.

Please note that the Internal Revenue Service ("IRS") considers virtual currency (e.g., Bitcoin) and other digital assets (e.g., NFTs) as property for U.S. federal tax purposes. As such, any transactions in, or transactions that use, virtual currency or cryptoassets are subject to the same general tax principles that apply to other property transactions. If you had any cryptoasset or virtual currency activity during the 2022 tax year, you may be subject to tax consequences associated with such transactions and may have additional foreign reporting obligations.

You agree to provide me with complete and accurate information regarding any transactions in, or transactions that have used, virtual currency during the applicable tax year. Please ask me for advice if you have any questions regarding the type of records required for virtual currency transactions.

I will use my professional judgment in preparing your returns. Given the magnitude of the economic tax relief provisions the U.S. stimulus packages

have contained, as well as some new concepts introduced in the law, additional stated guidance from the Internal Revenue Service, and possibly from Congress in the form of technical corrections on certain income tax provisions may be forthcoming. I will use my professional judgment and expertise to assist you given the guidance as currently promulgated at the time our services are rendered. Subsequent developments issued by the applicable tax authorities may affect the information I have previously provided, and these effects may be material. Whenever I am 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), I will share my knowledge and understanding of the possible positions that may be taken on your return. In accordance with our professional standards, I will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated.

If a taxing authority should later contest the position taken, there may be an assessment of additional tax, interest and penalties. I assume no liability for any such assessment of additional tax, penalties or interest. In the event, however, that you ask me to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, I reserve the right to stop work and shall not be liable for any damages that occur as a result of ceasing to render services.

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of their tax liability. Taxpayers may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) there was a reasonable basis for the position taken on the return and the relevant facts affecting the item's tax treatment were adequately disclosed on the return. You agree to advise me if you wish disclosure to be made in your returns or if you desire us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issue in your returns.

If you and/or your entity have a financial interest in, or signature authority over, any foreign accounts, you may be subject to certain filing requirements with the U.S. Department of the Treasury, in addition to the Internal Revenue Service (IRS). Filing requirements may 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).

The filing deadline for the Report of Foreign Bank and Financial Accounts (FBAR) required by the U.S. Department of the Treasury is April 15th and follows the federal income tax due date guidance, which notes that if the tax due date falls on a weekend or legal holiday, the form is considered timely filed if filed on the next business day. An automatic 6-month extension is available. Electronic filing of the FBAR is mandatory using the Bank Secrecy Act (BSA) e-filing system for the Financial Crimes Enforcement Network (FinCEN). I must receive a signed consent form you prior to submitting the foreign reporting form. If I do not receive your signed authorization to file your foreign reporting form, I will not be able to file any of the required disclosure statements on your behalf.

Additionally, the IRS requires information reporting on foreign interests or activities under applicable IRC sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you have any direct or indirect foreign interests that require disclosures to the IRS, you must provide me with the information necessary to prepare the applicable IRS forms.

Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the IRS may result in substantial civil and/or criminal penalties. By your signature below, you agree to provide me with complete and accurate information regarding any foreign accounts that you and/or your entity may have had a direct or indirect interest in, or signature authority over, during the above referenced tax year. The foreign reporting requirements are very complex, so if you have any questions regarding the application of the U.S. Department of the Treasury and/or the IRS reporting requirements to your foreign interests or activities, please ask me for advice in that regard. I assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.

Taxing authorities require me to electronically file all federal and state individual income tax returns ("e-filing"). However, you do have the right to "opt out" of the e-filing program. Please notify me immediately should you desire not to have your returns e-filed so that I may provide you with the form(s) necessary for opting out of the e-file program. Please note that unless you notify me of your desire to not e-file your returns, I will prepare your returns to be e-filed.

Although e-filing requires both you and I to complete additional steps, the same filing deadlines will apply. You must therefore ensure that you complete the additional requirements well before the due dates in order for me to be able to timely transmit your returns. I will provide you with a digital copy of the income tax returns for your review prior to electronic transmission. After you have reviewed the returns, you must provide me with a signed authorization indicating that you have reviewed the returns and that, to the best of your knowledge, you feel they are correct. I cannot transmit the returns to the taxing authorities until I have the signed authorization. Therefore, if you have not provided me with your signed authorization, I will place your returns on extension, even though they might already have been completed. In that event, you will be responsible for ensuring that any payment due with the extension is timely sent to the appropriate taxing authorities. You will also be responsible for any additional costs I incur arising from the extension preparation.

Finally, please note that although I will use our best efforts to ensure that your returns are successfully transmitted to the appropriate taxing authorities, I will not be financially responsible for electronic transmission or other errors arising after your return has been successfully submitted from our office.

By your signature below, you understand and agree that you are responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to me for purposes of this engagement. You have the final responsibility for the income tax returns; therefore, you should review them carefully before you sign the e-file authorization forms, or sign and submit your income tax returns directly to the appropriate taxing authorities. You agree that I am not responsible for a taxing authority's disallowance of deductions or inadequately supported documentation, nor for resulting taxes, penalties, and interest.

#### Fees

Fees for my services will be at our standard rates. Payment for service is due when the return has been completed, and will not be e-filed until payment is received.

I am responsible for preparing only the returns listed above. The fee does not include responding to inquiries or examination by taxing authorities.

However, I am available to represent you. My fees for such services are at my standard rates and would be covered under a separate engagement letter.

Tax planning services are not within the scope of this engagement. During the course of preparing the tax returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, I have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask me to provide tax planning services, I will confirm this representation in a separate engagement letter.

In addition, in the event I or any of my employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to me, or any documents and workpapers prepared by me in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

#### Other Matters

Because of the importance of oral and written representations to the effective performance of our services, Client releases and indemnifies me from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by you and your representatives.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be 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. I recommend that you contact me before releasing any privileged information to a third party.

If I am asked to disclose any privileged communication, unless I am required to disclose the communication by law, I 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 connection with this engagement, I may communicate with you or others via email transmission. I take reasonable measures to secure your confidential information in our email transmissions. However, 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, I cannot guarantee or warrant that emails from us will be properly delivered to and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that I 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 sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

I may from time to time and depending on the circumstances and nature of the services we are providing, share your confidential information with third-party service providers, some of whom may be cloud-based, but I remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality terms with all service providers to maintain the confidentiality of your information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure appropriate confidentiality terms with a third-party service provider, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Although I will use my best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that I make no warranty, expressed or implied, on the security of electronic data transfers.

It is my policy to keep records related to this engagement for three years. However, Veritax does not keep any original client records, so I will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Veritax does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

By your signature below, you acknowledge and agree that upon the expiration of the three-year period, Veritax shall be free to destroy our records related to this engagement.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, 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. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

If the above fairly sets forth your understanding, please sign the enclosed copy of this letter and return it to us. Please note that you are affirming to Veritax your understanding of, and agreement to, the terms and conditions of this engagement letter by any one of the following actions: returning your signed engagement letter to our firm, providing your income tax information to us for use in the preparation of your

returns, the submission of the tax returns we have prepared for you to the taxing authorities, or the payment of our return preparation fees.

Sincerely,

Seth Burkhardt, CPA

Acknowledged:

Feb-27-2025

# Services

## **Services**

| Product or service  | Service date | Description                                | Rate     | Qty | Тах | Amount   |
|---------------------|--------------|--|----------|-----|-----|----------|
| Standard Tax Return | 04-15-2025   | Preparation of your<br>Standard Tax Return | \$175.00 | 1   |     | \$175.00 |
| Total               |              |  |          |     |     | \$175.00 |

# Signature

# sr.burk809@gmail.com signature



sr.burk809@gmail.com

# **Audit Trail**

| Account<br>name | User                            | Event               | Server time                      | Client time                   | Ip Address    | Browser          | os            |
|-----------------|---------------------------------|---------------------|----------------------------------|-------------------------------|---------------|------------------|---------------|
|                 | SETH BURKHARDT seth@veritax.cpa | Proposal<br>created | Feb-28-2025 03:14<br>AM UTC+0000 | Feb-28-2025<br>03:14 AM -0500 | 72.49.114.171 | Firefox<br>135.0 | Windows<br>10 |

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