

Dear Client:

This letter confirms the services that we will provide when preparing your 2023 federal and state (if applicable) personal and/or business return(s) in calendar year 2024. We want to provide you with a written understanding of what we will do in connection with your tax preparation as well as what we expect from you to assist us in the completion of the filings.

i. Completeness, Timing, and Accuracy of Information Provided

First, you agree to furnish all the information that is necessary for the preparation of your tax return(s). If we do not receive the required information from you to prepare your return, or if the information we receive is not submitted organized, complete, and easily understandable, we reserve the right to place your file on hold until such time as we receive the information with the revisions we request. This may result in your file being completed after any applicable deadlines.

Next, you agree to furnish all the information that is necessary to prepare your returns before our internal deadlines. Please refer to the tax organizer instructions to ensure you are aware of our deadlines. Our default position is that we will not prepare your return before the deadline if you upload documentation late. If you upload your information late and we are able to move forward with preparation in an attempt to file before the deadline, we will charge a late fee. If we move forward with preparation:

***-Information received 2 weeks past the deadline will incur a \$250 late fee per return***

***-Information received later than two weeks past the deadline will incur a \$425 late fee per return***

If you submit your documentation later than our internal deadlines, you will need to discuss filing an extension or if already extended, the need to file and amend later to ensure an accurate return.

Third, you represent that the information you are supplying is accurate and complete to the best of your knowledge. The written and oral information supplied by you will be the only source of information for the preparation of your return(s), and we will not independently verify the information you provide. Our work in connection with the preparation of your income tax return(s) does not include any procedures designed to discover defalcations or other irregularities, should any exist. In the event of an audit by the taxing authorities, you may be asked to produce documents, records, or other evidence to substantiate the items of income and deductions shown on the tax return(s).

ii. Electronic Storage and Sharing of Information

To enhance the efficiency and security of our practice, the firm is paperless and uses a variety of technology, including third-party cloud-based platforms, to store documents, communicate with clients, and engage in other activities related to representing our clients. We have exercised due care in selecting vendors whose security and management practices meet or exceed applicable ethics requirements and engage in ongoing monitoring and oversight of their services. By asking us to prepare your return(s), you consent to the firm's use of these services to store your files, communicate with you, and conduct other necessary tasks related to your return preparation.

We use Smartvault as a secure storage place and means of getting your information to us. If you have not already received an invitation to set up an account with Smartvault, please contact our office. We no longer accept documents sent to us through Google Drive, Dropbox, or other online portals. We also do not recommend mail, fax, and email as they are not secure and may result in illegible copies, etc.

When using Smartvault, please upload all documents in .pdf format with descriptive titles. ***Excessive use of jpg, heivc, or other image files with non-descriptive titles may result in additional billing due to the extra time required of us to navigate and organize your vault.***

iii. Attorneys, Attorney-Client Relationship, Limited Role

Next, even though we have attorneys in our firm, and one or more attorneys may prepare your tax returns, to the extent allowed by applicable law and authority we are not acting as an attorney in the limited role as your tax preparer. **Your engagement of our firm, or the individuals in it, for tax preparation services does not create an attorney/client relationship.** If you require legal services, we are happy to help and will enter into a separate engagement and possibly act as an attorney in that new engagement. The typical obligations owed by an attorney to the client, including confidentiality and other obligations that normally apply due to the attorney-client relationship will not apply for the work we do in the limited role of tax preparers. The Restructuring Reform Act of 1998 extended the attorney-client privilege to certain communications between you and your tax preparer. However, the communications must be in connection with tax advice and must be such that they would be privileged if made by you to us as your lawyer. Again, communications concerning the preparation of a tax return itself will not be privileged because to the extent allowed by law, we are not acting as attorneys in the limited role as your tax return preparer. Though facts and circumstances are important, generally the attorney/client privilege can be inadvertently waived if you discuss the content of the privileged communications with a third party.

iv. Fees

If in one of our tax packages, the terms and pricing of our engagement has already been negotiated. In cases where you are not in a tax package, our fees for tax preparation services will be computed based on a flat fee basis depending on the amount of forms and schedules we prepare and the complexity of the return preparation. The invoice will be included in the final draft of the return that we send to you.

Additional fees may apply for late submitted documents (if we decide to move forward with your return before the deadline). Additional fees may also apply due to the format of the documents that you submit to your vault. In order to assist us, we ask that you upload your files in an organized manner, using pdf copies of your documents. We also ask that you use descriptive titles to assist us in organizing the information and indicating what the file is. The use of jpgs, heic, and other file formats, as well as non-descriptive file names or general lack of organization, may result in additional billable time due to the increased time required of our team to review and organize your documents.

v. Limitations During Peak Season

Our two tax seasons are the most stressful times of the year. We are under enormous pressure and handle many, many client files at the same time. We thank you in advance and ask that you assist us and accommodate us by taking the following into account:

- a) Personal or business tax issues or questions that arise outside the scope of your tax preparation are separate matters. Therefore, these items are not included in our tax preparation fees. Also, the time to address these matters is not during tax season. Tax questions or responses not specifically related to the tax preparation (planning questions, current year estimates, IRS, state notifications, etc.) will be billed separately at the appropriate hourly rate based on the type of professional you will need to assist you. These matters also will be scheduled for meetings when the height of tax season has passed. If needed, you will be notified of this development, and a separate fee agreement will be drafted and executed.
- b) While we are willing to help with the creation of P&Ls or other required reports/summaries, the height of tax season is not the time to engage us for this work. If you do not have the required information in an easily understandable and organized fashion, you will either be placed on extension, or we may bill extra for the time required to organize the information.
- c) We are willing to assist with estimates (both in anticipation of extension and quarterly) as well as tax planning. However, the height of tax season is not the time to engage us for this work. If you request these items, a separate engagement will be set up and the timing may fall outside of tax season.
- d) We offer thorough tax planning services, which are bundled with our tax packages. Planning is not included in the base tax preparation service envisioned in this letter.

Please contact the office if you are interested in learning more about our tax planning services.

- e) We handle over 1,200 returns for our clients during tax season. We are happy to have phone calls and meetings with our valued clients, however often during tax season we will need to rely on email due to the constraints on our time. We also may not be able to accommodate phone calls or meetings to discuss your return and may rely on email to correspond concerning your return.

vi. Miscellaneous/Termination

In addition to the foregoing, please help us during tax season by recognizing that we are under enormous pressure while accommodating many, many other clients while working on your file. Email response times may lag, and it will become increasingly difficult to reach our professionals via phone. Meetings, as well, become more and more scarce as we move towards the deadlines. We will absolutely communicate with you, however we request your patience as the cadence may be dictated by circumstances beyond our control.

We thank you in advance for your recognition of these facts. Nevertheless, we recognize that occasionally the mutual relationship between the firm and clients may become strained or irrevocably broken. While such results are never intended and will always be avoided where possible, you may cancel your request for us to prepare your return at any time. If we have not begun your return, no fees shall apply. If we have started your return, we will bill a portion of what otherwise would represent the final bill based on the level of completeness at the time you request we stop preparation.

We reserve the right to terminate our work on your file at any time. When practicable, we will file an extension so you are not adversely affected though this is not guaranteed. However, if we terminate our engagement, we will not file your returns. "Cause" for our termination may be for various reasons, including but not limited to (and yes, these have all occurred in the past): unprofessional or unkind communications to anyone on the Fusion team; inappropriate comments and "come-ons" towards female staff; excessive pressure to complete returns when we have communicated with the client concerning the timelines we are projecting; and failure to abide by any of the other items set forth in this letter.

vii. Audits

Tax returns are subject to audit and challenge by the Internal Revenue Service and state taxation authorities, which may result in additional assessments of tax, interest, and in certain cases, penalties. An assessment by the taxing authorities is presumed to be correct and must be rebutted by the taxpayer. You understand that we do not assume responsibility for such assessments and, if you would like us to assist you in connection with the audit of your return(s), there will be an additional fee for our services either in the form of our audit

protection service or based on the appropriate hourly rate based on the type of professional you will need to assist you.

In addition, tax authorities will often reach out with letters and notices concerning potential adjustments to your return. These are not audits and to the extent not caused by an error by our firm will require a separate fee agreement and additional billing.

viii. Completion of Return & E-filing

***When your return(s) are finalized, you will receive a copy. We will not file until you approve the final draft of your return. When you approve your return, a signed e-file authorization form and payment in full of the preparation fee must be received by our firm before we will e-file your return.*** We are required to e-file all federal tax returns. For state returns, some states do not provide e-filing that is compatible with our tax software. If this applies to you, we will provide instructions to assist you in mailing your state tax return(s). You will then be required to sign and mail the return(s) to the appropriate taxation authority. Instructions will be included in the package we send you.

By signing below, you are requesting us to prepare your tax return(s) and certify your understanding and agreement to the information set out in this letter. Please return a signed copy of this agreement to us immediately and also keep a copy for your records. Thank you very much, and we look forward to preparing your return(s).

Sincerely,  
Fusion Legal, Bookkeeping, & Tax

Agreed & Accepted by: (Individual Returns)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name (Spouse): \_\_\_\_\_

Signature (Spouse): \_\_\_\_\_

Date: \_\_\_\_\_

Agreed & Accepted by: (Business Returns)

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_