

Findon & Associates, LLC  
12013 Frankstown Road  
Pittsburgh, PA 15235-3435



www.findoncpa.com  
412-793-6612  
Fax: 412-793-2844

Certified Public Accountants

## Individual Tax Client Engagement Letter

Dear Client,

We appreciate the opportunity to work with you in preparing your 2023 tax returns. This letter is to confirm Findon & Associates, LLC's (also referred to in this letter as "we", "our", and "us") understanding of the terms and objectives of our engagement with Client (the "Client" or "you") for the nature and limitations of the services we will provide as described in this Individual Tax Client Engagement Letter ("Agreement"). In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements set forth in this Agreement.

The scope of services ("Services") for this engagement is as follows:

We will prepare your federal, state, and local individual income tax returns ("Returns") for the 2023 calendar year ("Year") from information you furnish us; we will not be responsible for the preparation of any other returns ("Other Returns") required by any taxing authority, including foreign account filings, unless specified by you in writing and agreed to by us. The term "foreign account filings" refers to the filing that must be made when a United States citizen, resident, or certain non-residents has a financial interest in, signature, or other authority over any financial account in a foreign country which exceeded \$10,000 at any time during the Year. You are responsible for informing us if you believe you may have to file a foreign account filing.

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including Beneficial Ownership Information Reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA and should consider consulting with your own legal counsel. This is a separate filing that is not included with your income tax returns. Information can be found at [fincen.gov/boi](https://www.fincen.gov/boi).

Any other matters agreed upon between the parties but not provided in this paragraph shall not be considered a Service for the purpose of this Agreement and a separate engagement letter shall be agreed upon between the Parties. If you provide a written request for us to provide Other Returns and we consent, such will be considered Services and governed by the terms of this Agreement. Note that business tax services are not included in this Agreement. If we discover during examination of your documents, the need to file a business tax return or other filing requirements, we will inform you of the rates and provide a separate engagement letter. If you choose not to engage us for such after we have notified you of the need, you are solely liable for any failures to file and penalties and we may choose to withdraw from engagement.

If any Return is audited by a taxing authority, you may need to provide documents, record, or other evidence to substantiate the items of income and deduction shown on the Return. In this event, we will be available, upon request, to represent you; such representation shall be considered an additional service for the purpose of this Agreement and a separate engagement letter shall be agreed upon between the parties.

We require certain documents ("Documents") to prepare the Services and will provide you with a list of the Documents needed and the deadline to submit the Documents to us. Failure to provide Documents to us within the required deadline may result in untimely filing resulting in penalties. By sending us the Documents you agree to the terms of our engagement.

We are under no duty to review or otherwise verify the Documents you submit, although we may ask you to clarify some of the information. You understand that we are not responsible for the accuracy and completeness of your Documents, including any books and records. We are not responsible for the disallowance of doubtful deductions or inadequately supported documentation, nor for resulting taxes, penalties and interest. You are solely liable for the content of your records and Documents.

It is our firm's policy to only retain copies of your Documents. We do not keep any original records, and in the event that original Documents have been provided to us, such Documents will be returned at the completion of our Services rendered under this engagement. You understand that you are providing any original Documents at your sole risk and we are not responsible for lost or damaged Documents. Upon the return of your Documents, it is your responsibility to retain them for a minimum of seven years and protect them for possible future use, including potential examination by any government or regulatory agency.

Our Services do not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance as we find it necessary for preparing the Returns. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we are not responsible for identifying items that may affect your prior returns. If you become aware of such information during the Year, please advise our office at your earliest convenience. We will be happy to prepare appropriate amended returns, if necessary, under a separate engagement.

The Documents provided by you, such as information provided from your tax organizer, worksheets, and/or documents, and discussions between us during the Services provided under this engagement (collectively "Client Information") are confidential. As your CPA, we are required to keep all Client Information confidential; we will not disclose any Client Information unless we have your written approval or are required by law. This applies even if you are no longer a client. Certain Client Information, such as communications involving tax advice, are privileged and not subject to disclosure to the IRS. Please be advised that if you disclose the contents of those communications to anyone or by turning over information about those communications to the government, you may be waiving this privilege. To protect this right, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose a potentially privileged communication; you agree to provide us with written, advance authority to make that disclosure. As your CPA, we are committed to the safekeeping of your confidential information, and we maintain reasonable physical, electronic, and procedural safeguards to protect your information.

We may also encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In those instances, we will communicate with you each of the reasonable alternative courses of action, including the potential risks and consequences of each such alternative to our reasonable knowledge. In the end, we will adopt the option you select after having considered the information provided by us.

We will file the Returns electronically. Although e-filing requires both you and our firm to complete additional steps, the same filing deadlines apply. We will provide you with your copy of the Returns for review prior to transmission. After your review, you must provide us with the signed authorization forms indicating that you have received and reviewed the Returns and that, to the best of your knowledge, the Returns are correct. We cannot transmit the returns until we have your signed authorization. This authorization is Form 8879. Client has the final responsibility for the Returns and, therefore, you should review them carefully before signing. If we do not receive these authorizations two (2) business days prior to the Due Date, we will request your written authorization to place your returns on extension. If you do not agree to our request for an extension, we cannot guarantee that your Returns will be timely filed. In any

event that an extension must be filed, you will be responsible for the extension and timely sending the extension payment to the appropriate taxing authority. We will assume no liability for interest or penalties associated with failure to properly pay the fee for an extension, including your paying the incorrect amount or untimely filing.

At this time, the fees for the Services will be based on complexity of your tax return, starting at a minimum of \$175, and then all fees shall be plus the cost of direct expenses, which includes filing fees, mailing costs and other external expenses ("Fees"). Client further understands the fees for this engagement are not contingent on the results of our Services. Rather, our fees for this engagement will be based on the time spent and our hourly fees. We reserve the right to change our fees year to year.

All invoices are due and payable upon presentation. Billings shall be considered delinquent if not paid within thirty (30) days of the invoice date. If payment is not received within thirty (30) days of our invoice, we will assess a late fee of 1 percent (1%) interest per thirty (30) day period, which shall accrue as compounding interest until the overdue balance and all late fees are paid. If the account is more than forty-five (45) days past due, we will discontinue all work until the account is brought current, or withdraw from this engagement. The Client acknowledges and agrees that we are not required to continue work in the event of Client's failure to pay on a timely basis for Services rendered as required by this engagement letter. The Client further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Client's failure to pay on a timely basis for Services rendered as required by this engagement letter, we shall not be liable to the Client for any damages that occur as a result of our ceasing to render Services, including but not limited to, late filing fees or penalties.

In connection with this engagement, information may be transmitted through electronic means and we will make a reasonable effort to maintain the security of data received, in accordance with professional standards. You recognize that we have no control over unauthorized interception of electronic data once it has been sent, and the Client consents to the use of electronic data during the engagement. You are responsible for your own security measures of data sent or downloaded by you.

You authorize the use of third-party service providers and subcontractors to assist us in providing professional services to you.

We are not liable or responsible for any action or inaction, or for any direct or indirect result of any Services provided by us to Client if such is due to a client or third-party action, inaction, or inaccuracy. We are not liable to Client to the extent that any information provided to us is inaccurate, incomplete, or misleading. We are not liable or responsible for any or all claims concerning matters arising outside of the scope of these Services or additional scopes agreed upon in writing between Client and Findon & Associates, LLC. Client's maximum remedy, regardless of the form of action, whether in contract, tort, or otherwise, shall be limited to the cost of the Services paid for this engagement. Client shall indemnify, defend, and hold harmless Findon & Associates, LLC from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demands, or action by any participant or third party due to, related to, or attributable to Client, any third-party, or the Services performed pursuant to this engagement, whether such injury or loss shall have been caused in whole or in part by the acts or omissions of Findon & Associates, LLC, including such injury or loss as may arise out of or in connection with any fault, negligence, or misconduct by Findon & Associates, LLC.

This agreement will remain in effect until such time as the Returns are filed for this year. Either Party may end the relationship, and thus the Services, for any reason by providing fourteen (14) days written notice. Upon notice of termination, we will only work on wrapping up items to transfer back to Client and will inform Client of any outstanding steps they must take in order to be compliant for filing timelines. We will not be liable for any compliance by Client after termination. The engagement may also be terminated

immediately by either Party upon the other Party's failure to perform or a violation or breach of any of the terms, covenants or conditions herein, which continues unremedied for a period of seven (7) days, or any other length of time allowed by the non-breaching/violating Party after written notice of such failure, violation or breach has been given. If the engagement is terminated under this subsection, the termination date shall be deemed to be the date of breach, and we will transition accounts or other necessary items but otherwise are not responsible for completing any outstanding Services. Client is liable for all fees incurred by us up to date of termination or breach.


While regulatory guidance, investments, and other financial planning may be discussed as they relate to the Services, it is not the intention of this engagement to provide investment or legal advice. The Services are not in lieu of legal, financial planning or advising, or certified financial investment advice, and Client should speak to a lawyer or certified financial planner for such advice.

This engagement letter constitutes the full and final agreement between the Parties and supersedes all prior agreements and discussions regarding the terms herein. This engagement cannot be altered or amended except by an amended agreement or a new agreement in writing between the Parties. Writing includes email. If any provision of this letter is found to be invalid, the remaining terms and provisions shall remain in full force and effect.

Any disputes regarding the operation and effect of this engagement shall be decided in accordance with Pennsylvania law. Jurisdiction and venue shall lie exclusively in the Court of Common Pleas of Allegheny County. Prior to filing a lawsuit, the dispute shall be submitted to a single mediator mutually agreed upon by the Parties, who shall mediate said dispute within forty-five (45) days of the request.

If the foregoing is in accordance with your understanding, please print and sign a copy of this letter in the space provided and return the signed copy to us with your tax documents needed to complete the return. Please retain a signed copy in your files. Thank you for this opportunity to serve you and I look forward to working with you this year.

Sincerely,



Heather M. Findon, CPA

Acknowledgment and acceptance on behalf of the Client:

\_\_\_\_\_  
Name of Taxpayer & Spouse, if applicable (Client)

\_\_\_\_\_  
Signature of Taxpayer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Email

\_\_\_\_\_  
Phone Number