



NIEDERHAUSER & DAVIS, LLC

CERTIFIED PUBLIC ACCOUNTANTS

[Date]

[Client Representative]

[Client Name]

[Client Address]

Dear [Client Representative]:

This letter is to confirm our understanding of the terms and objectives of our tax services engagement and to clarify the nature and extent of the tax services to be provided.

Engagement Objective and Scope

We will consult with you regarding the individual income tax implications of XXXXXXXXXXXX during the current year and explain options for minimizing the related income tax.

Our advice is dependent upon the timeliness, accuracy and completeness of the information and representations that we receive from you, as well as your stated intended use of the advice. Therefore, providing us with inaccurate or incomplete information or representations may result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. If information changes during the course of the engagement, you must provide our office with the updated information and representations on a timely basis, as the change in information may affect our advice. We will not audit or otherwise verify the data you submit to us, although we may ask you to clarify certain information.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

This engagement is limited to the professional services outlined above.

Deliverables

- At the conclusion of the engagement, we will provide you with a letter explaining the tax implications of XXXXXXXXXXXX during the current year and a list of alternative methods and tax consequences of XXXXXXXXXXXX.

The deliverables presented as part of this engagement are for internal use only and are not to be distributed externally to third parties, in whole or in part, or used for any other purpose.

Our advice is based upon tax reference materials, facts, assumptions, and representations that are subject to change. Tax reference materials include, but are not limited to the Internal Revenue Code (“IRC”), regulations, Revenue Rulings, Revenue Procedures, Private Letter Rulings and court decisions. We will not update our advice after the conclusion of the engagement for subsequent legislative or administrative changes or future judicial interpretations. To the extent we provide written advice concerning federal tax matters, we will follow the guidance contained in U.S. Treasury Department Circular 230, §10.37, Requirements for Written Advice.

We may be available to update our advice as a separate engagement. If you ask us to update our work for changes in the information or representations that you provide to us or tax law changes, we will confirm this representation in a separate engagement letter.

If for any reason we are unable to complete the engagement, we will not issue the deliverables.

Niederhauser & Davis, LLC Responsibilities

We will perform our services in accordance with the American Institute of Certified Public Accountants (“AICPA”) Code of Professional Conduct, Statements on Standards for Tax Services and Statement on Standards for Consulting Services. These services are not considered personal financial planning services because we do not consider ourselves to be personal financial planners. As such, the personal financial planning standards do not apply.

It is our duty to perform services with the same standard of care that a reasonable income tax preparer would exercise in this type of engagement. It is your responsibility to safeguard your assets and maintain accurate records pertaining to transactions. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.

Arguable Positions

We will use our judgment to resolve questions in your favor where a tax law is unclear, provided there is sufficient support for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the tax reference materials. If the IRS, state or local tax authorities later contest the position taken, additional tax, penalties, and interest may be assessed. We assume no liability, and you hereby release us from any liability including but not limited to, additional tax, penalties, interest, and related professional fees.

Client Responsibilities

You agree to provide us with complete copies of previously filed tax returns, supporting schedules and any other records or information that we may request, either at the inception or during the course of the engagement.

Ultimate responsibility

You have final responsibility for your tax consulting services. We will provide you with a copy of the deliverable(s) for review prior to finalization. You agree to review and examine deliverables carefully for accuracy and completeness. You are solely responsible for implementation of any strategies discussed in the deliverable(s).

Timing of the Engagement

Our engagement shall commence upon receipt of this executed Agreement. Our services will conclude after one of the following events has occurred:

- transmission of the deliverable(s) as identified above,
- notice to you that no deliverable(s) will be provided,
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

Penalties and Interest Charges

Federal, state, and local tax authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns, and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all tax, penalties, and interest charges imposed by tax authorities.

We rely on the accuracy and completeness of the information you provide to us in connection with the preparation of your tax returns. Failure to disclose or inadequate disclosure of income or tax positions may result in the imposition of penalties and interest charges.

Professional Fees

Our professional fee for the services outlined above is estimated to be \$[X]. This fee is based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we finalize our advice.

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We appreciate the opportunity to be of service to [Client Name]. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement

Very truly yours,

NIEDERHAUSER & DAVIS, LLC

The foregoing is in accordance with my understanding of your engagement to provide tax services. The terms described in this letter are acceptable and are hereby agreed to.

AGREED TO AND ACCEPTED: (Sign below)

By: _____ (client name)

Date: _____