

## Engagement letter

### **Letter of Engagement–Financial Statements & Tax Services**

Thank you for instructing us to act as your tax preparer. To ensure that there are no misunderstandings regarding the nature and extent of the services that we will provide to you, this contract outlines the scope of work.

### **Terms of Contract**

On the basis of information and instructions you provide, we will compile any required financial statements for your firm.

The services to be provided will include all matters ancillary to those services such as, for example, dealing with and responding to queries raised by the IRS or other taxation authority.

This letter of engagement will apply in respect of your financial year end and for future years unless otherwise agreed.

### **Extent of Services**

We will not audit, review or carry out any other checks on the accuracy or completeness of the information you provide. It is up to you to give us accurate and complete information to enable us to provide the services described in this letter and we accept no liability for the accuracy or completeness of any information supplied by you in any form.

Accordingly, no assurance on any assertions contained in the financial information compiled will be provided.

Our engagement does not include the investigation or discovery of internal control weaknesses, errors, illegal acts or other irregularities, including without limitation, fraud, or non compliance with laws and regulations. However, we will inform you of any such matters which come to our attention during the course of our engagement.

The information you are to supply and any other information that we consider necessary to complete the engagement must be provided in a timely manner in order for the assignment to be completed on a timely basis.

### **Use and Distribution of the Financial Information**

We understand that the intended use and distribution of the financial information we will compile is for the special purpose management reporting and of calculating income tax. If this should change in any material respect, you will inform us immediately.

You may make copies of any reports for your own internal use or for providing to a third party. However, we accept no duty or responsibility to any party other than yourself who may seek to rely on our reports and furthermore you indemnify us against any claim by such other party in respect of the reports.

### **Information and Disclosure**

All assignments will be conducted in accordance with the professional standards, rules and ethical requirements of Circular 230. Information we obtain in the course of this engagement is subject to confidentiality requirements. We will not disclose that information to other parties without your express consent, except as required by law or professional obligations.

### **Limitation of Liability**

At all times we will use reasonable skill and care in providing our services to you. However, in spite of this our liability to you whether in contract, tort, equity or otherwise, for any loss or damage or expenses (including legal costs) suffered or incurred directly by you as a direct result of any act or omission by us in providing our services, shall be limited to a maximum amount equal to the fee (excluding tax, disbursements and expenses) paid to us by you in respect of the services in question. If the Services were provided in respect of more than one financial year the fee on which the liability amount is based shall be the fee paid in respect of the financial year in respect of which the act or omission occurred. Any claim against us must be brought within twelve months of the date on which we complete the services.

### **Fees and Payment**

Unless otherwise agreed with you in writing our fees are calculated on the basis of the time spent on the assignment by our team and on the levels of skill and responsibility involved.

If required by you we will provide you with either an estimate, or firm quotation, of the fees involved prior to commencing an assignment.

Our invoices will generally be issued on a monthly basis and all invoices will be due for payment on the 1st of the month following invoice date. We reserve the right to charge interest on overdue amounts at a maximum rate of 15% per annum.

You should be aware that, like all other providers of services, we are entitled to retain possession of your records that have been used in relation to this engagement until outstanding fees are settled.

### **Ownership of Work Papers**

Material that you provide to us remains yours and will be returned to you when the engagement is completed. Work papers that we create remain our property.

Where we provide taxation services for you we will store tax records that we hold on your behalf for a period of seven years after the applicable balance date. At the end of that period, unless you ask us to send that information to you, the records will be destroyed using a secure document destruction service.

**Non-accounting advice and financial advice**

This firm does not provide legal or financial advice. Any opinion expressed should be confirmed by the appropriate professional. Any comment made on the subject of legal or investment matters should be interpreted as only a personal view and not professional advice.

**Future Years**

This letter applies for future years unless you or we wish to end or change the arrangement.

**Conclusion**

If you have any questions regarding this letter of engagement please do not hesitate to call us.

In order to signify your acceptance of the terms of engagement, please sign below in your client portal.

We appreciate your business and thank you for engaging us.

**Signature**