



ENGAGEMENT LETTER - BUSIENSS TAX AND ACCOUNTING

Dear Client,

This letter is to confirm and specify the terms of our engagement with you and to clarify the nature and extent of the services we will provide. To ensure an understanding of our mutual responsibilities, we ask all clients for whom returns are prepared to confirm the following arrangements.

TAX RETURN PREPARATION SERVICE

We will prepare your federal and state income tax returns from information which you will furnish to us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of some of the information. At your request, we will furnish you with questionnaires and worksheets to guide you in gathering the necessary information. Your use of such forms will assist in keeping the fee to a minimum.

It is your responsibility to provide all the information required for the preparation of complete and accurate returns. You should retain all the documents, cancelled checks and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the returns to a taxing authority. You have the final responsibility for the income tax returns and, therefore, you should review them carefully before you sign them. Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations and/or irregularities, should any exist. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns. The law provides various penalties that may be imposed when taxpayers understate their tax liability. If you would like information on the amount or the circumstances of these penalties, please contact us.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we will be available upon request to represent you and will render additional invoices for the time and expenses incurred.

We may perform other accounting related tasks for you at your request. Such tasks may be subject to additional fees and will be governed by the terms and provisions of this engagement letter. Additionally, until agreed to in writing or superseded by a new engagement letter, the terms of this engagement letter will govern all future engagements between you and CMR Associates.

FEES AND EXPENSES

Our fees for services will be based on our flat fee schedule or previously agreed rates, however rates may be adjusted by no more than 15% annually. Hourly bill rates can be found on our website and are updated annually. If for any reason the account is turned over to an outside agency or attorney for collection, an additional charge equal to the collection costs (i.e.: agency fees, attorney fees, court costs, etc) will be added.

Your return(s) may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in the fees for the preparation of the tax return(s).

CLIENT COMMUNICATIONS

By executing this engagement letter you consent to this firm, CMR Associates, LLC using your tax return information to send you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for three years. The disclosure will include the entire federal income tax return, and you acknowledge, by signing this engagement letter (consent form), that you have the right to consent to a disclosure of less than the entire tax return, but have decided, without coercion, that you consent to the disclosure of the entire tax return. This consent is not conditioned on our providing services to you.

RECORD RETENTION

It is our policy to digitize all records and always make such records accessible to you. We keep paper records related to this engagement for five years. We do not wish to keep any of your original records, so we will attempt to return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By signing this engagement letter, you acknowledge and agree that upon the expiration of the five-year period, we are free to destroy our records related to this engagement or prior engagements.

OTHER MATTERS

Any controversy or claim arising out of or relating to this contract or engagement, or breach thereof, except actions by us to enforce payment of our professional invoices, shall be settled by arbitration administered by the American Arbitration Association under its Arbitration rules for Professional Accounting and Related Services Disputes, and must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of arbitration or other claim, any judgment shall be limited in amount and shall not exceed the amount of the fee charged by us, and paid by you, for the services set forth in this engagement letter and/or total fees for the twelve month period in question. In no event will we be responsible for any additional tax that may be assessed against you or any interest or penalty that may be assessed against you with respect to such additional tax.

We have the right to withdraw from this engagement, in our discretion, if you don't provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

COMPLIANCE WITH IRS REGULATIONS

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to

you and/or in the tax return concerning positions taken on the return that don't meet these standards. Accordingly, we will discuss tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we concluded that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement and you agree to compensate us for our services to the date of withdrawal. Our engagement with you will terminate upon our withdrawal.

The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.

THIRD-PARTY DISCLOSURE AND USE OF THIRD-PARTY SERVICES

Unless you indicate otherwise, our firm may transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include the access to your contact information by members of our team, transfer of accounting information and other data files via the internet, online back-up services, website developer and hosting services (for newsletter and order processing), credit card processing company, etc. Our global CPAs network works remotely, and we maintain adequate data protection safeguard (as required by the regulations under 26 U.S.C. Section 7216) to protect privacy and prevent unauthorized access of your information, including your tax return information. Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose, without your consent, your tax return information to third parties, including other tax preparers that assist in the various aspects of return preparation. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution. You are not required to complete this form. Because our ability to disclose your tax return information to another tax return preparer affects the service that we provide to you and its cost, we may decline to provide you with service or change the terms of service that we provide. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year. This consent to disclose may result in your tax return information (or other information you provide to us) being disclosed to a tax return preparer located outside the United States, including your personally identifiable information such as your Social Security Number ("SSN"). If you consent to the disclosure of your tax return information, Federal agencies may not be able to enforce US laws that protect the privacy of your tax return information against a tax return preparer located outside of the US to which the information is disclosed. If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at complaints@tigta.treas.gov

CONFIDENTIALITY

IRC section 7216 and its regulations are set up as a blanket prohibition on a preparer's disclosure or use of a taxpayer's return information without the taxpayer's prior consent. We require all requests for disclosure be provided in writing.

If the foregoing fairly sets forth your understanding, please sign the enclosed copy of this letter in the space indicated and return it to our office. However, if there are other tax returns you expect us to prepare, please inform us by noting so at the end of the return copy of this letter.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,

CMR Associates, LLC

Accepted By: _____

Date: _____