

**Tax & Accounting Services - Engagement Letter**

Dear client,

Thank you for the confidence in Trail CPA Corporation. Our team is pleased to represent you for the coming year. This letter sets forth the terms that will control our professional relationship.

1. **Trail CPA's Obligations:** In exchange for the quoted fees, Trail CPA agrees to provide tax and accounting services.
  - a. Services may include income tax returns (federal & state), strategy and advisory, accounting & CFO services, IRS audit resolution, and/or other consulting services. The scope will be defined via email. Trail CPA does not provide audit/assurance services for business financial statements.
  - b. Income tax engagements don't include WA state excise tax filings, foreign bank account reporting (FBAR), and business annual reports unless previously discussed. If you need these services, please reach out to your point of contact at the firm for assistance. IRS penalties for failure to report foreign activities can be severe, let us know if you have international bank accounts or activity.
2. **Client's Obligations:** In exchange for the promises in this agreement, Client agrees to the following:
  - a. Time of Payment – Payment is due upon invoicing. For income tax returns, this is prior to filing. Depending on the size and scope of the engagement, we may require a 50% down payment for services.
  - b. Comply with Requests for Information – Client agrees to provide Trail CPA with all documents and information reasonably requested by Trail CPA. Client acknowledges that Trail CPA will provide its services based on the information and documentation provided by Client and that Trail CPA is not responsible to verify this information. If client provides access to client's accounting software, Trail CPA disclaims any and all liability that could result from Trail CPA's use of client's computer systems.
  - c. Changes in Scope & Scale – Client must notify Trail CPA of significant changes to the scope of the agreement and scale of the operations. Significant increases may result in pricing updates, renegotiation or termination of the agreement.
  - d. Late Payments & Interest – All invoices will be Net 14 and we reserve the right to charge late fees.
  - e. Collections – Invoices aging over 180 days will be sent to our attorney for collections, at our discretion, unless a payment plan has been agreed upon.
3. **Limitation of Liability:** Accounting and Tax services will be performed based on data and information you provide us. We will not verify this information unless specifically engaged for an attest agreement.
4. **Confidentiality:** Trail CPA agrees to maintain the confidentiality of information obtained from the client. We will not disclose any confidential information to a 3<sup>rd</sup> party, without obtaining client consent.
5. **Jurisdiction:** This agreement will be governed by the laws of the state of Washington, without regard to its choice of law provisions. Jurisdiction over and venue of any suit arising out of or related to this agreement shall be exclusively in King County Superior Court.
6. **Termination:** This agreement may be terminated with cause for any reason by either party upon written notice.
7. **Effective Date:** The agreement becomes effective upon receipt of a signed copy of this agreement from the client.

By (sign) \_\_\_\_\_

Authorized Representative for Individual/Family/Business (1 signature needed)

\_\_\_\_\_ Date

By (print) \_\_\_\_\_