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Private Companies Practice Section

COLIN M. CODY

CERTIFIED PUBLIC ACCOUNTANT / CERTIFIED MANAGEMENT ACCOUNTANT

6004 MAIN STREET • TRUMBULL, CONNECTICUT 06611-2400
(203) 268-7000 FAX (773) 668-1058

2018

I appreciate the opportunity to work with you. This letter and the included *Terms and Conditions Addendum* and *CPA Firm Responsibilities* and *Client Responsibilities* and any other included items (collectively, "Agreement"), confirm and specify the terms and objectives of our engagement with you and are to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom tax returns are prepared to confirm the Agreement. Found online here: <http://traderstatus.com/?p=168>

Please forgive the necessarily formal tone of this engagement letter and Agreement. We appreciate the fact that you have entrusted these important matters to us and want to express our appreciation for this opportunity to work with you.

We will prepare your 2017 federal and requested state income tax returns based on the returns you filed for the prior year and from information that you will furnish us and will act as your advocate and representative if you separately authorize us to do so. Our services are not intended to determine whether you have filing requirements in other taxing jurisdictions than the one(s) you have informed us of. If you would like to add any additional forms or services to this engagement, please use the *Comments or Additional Requests* space provided below.

We have not been engaged to and will not prepare financial statements. 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.

We will prepare the above referenced tax returns solely for filing with the Internal Revenue Service ("IRS") and state and local tax authorities as identified above. Our work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.

We will respond to your requests for other services and we'll let you know if we are not able, or decline, to perform such additional services. If we agree to perform such services, they will be an additional service for which you'll be billed.

You agree to indemnify and hold my firm and myself or assigns (collectively, "firm," "we," "us," "our" or "me") harmless with respect to any and all claims arising from the use of the tax returns for any purpose other than filing with the IRS and state and local tax authorities regardless of the nature of the claim, including the negligence of any party.

This engagement is limited to the professional services outlined above.

Colin M. Cody, CPA

I've (We've) read, understand and accept this Agreement as evidenced by my signature below. In the case of a married taxpayer, my signature represents our client acceptance which I've discussed with my spouse, who concurs. I've retained a copy of this Agreement for my files.

Accepted by: Taxpayer: _____

Please print your name here: _____ Date: _____

Spouse: _____

Please print your name here: _____ Date: _____

Please list separate entities to be done (LLCs, corporations, etc.):

Comments or Additional Requests:

CPA Firm Responsibilities

Unless otherwise noted, we will perform our services in accordance with the Statements on Standards for Tax Services (“SSTS”) issued by the American Institute of Certified Public Accountants (“AICPA”) and U.S. Treasury Department Circular 230 (“Circular 230”).

We will prepare your tax returns based upon your filing status (single, married filing jointly, married filing separately, head-of-household or qualifying widow[er] with dependent child) as reflected in your income tax returns for last year. If your filing status has changed, you wish to change your filing status, or you have questions about your filing status, please contact us immediately. More info: <http://traderstatus.com/?p=956>

Bookkeeping assistance

We may deem it necessary to provide you with accounting and bookkeeping assistance solely for the purpose of preparing the income tax returns. These services will be performed solely in accordance with the AICPA Code of Professional Conduct. We will communicate with you in writing before rendering these services. Additional charges will apply for such services.

Estimated tax payments

You may be required to make quarterly estimated tax payments. When you desire, we will calculate these payments for the 20[02] tax year based upon the information you provide to prepare your 20[01] tax returns and have no obligation to update recommended payments after the engagement is completed. If you ask us to update your estimated tax payments, we will confirm this in writing, separately. Additional charges will apply for such services.

Tax planning services

You may request additional tax planning services. During the course of preparing the tax returns identified above, we may bring to your attention potential tax savings strategies for you to consider as a possible means of reducing your taxes in subsequent tax years. However, we have no responsibility to do so, and will take no action with respect to such recommendations, as the responsibility for implementation remains with you, the taxpayer. If you ask us to provide tax planning services, we will confirm this in writing, separately. Additional charges will apply for such services.

Government inquiries

After filing, you may need to respond to any governmental agency or tax authority. If your tax return is selected for inquiry, examination or audit, you may request our assistance in responding to such an inquiry. If you ask us to represent you, we will confirm this in writing, separately. Additional charges will apply for such services.

Third-party verification requests

We will not respond to any request from banks, mortgage brokers or others for verification of any information reported on these tax returns.

Divorce

If you inform us of pending divorce, we will advise each of you to seek independent tax advice since you may have conflicting interests. You may waive this potential conflict, in writing.

Additional Mutual Responsibilities and Agreement

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees

You may terminate this engagement at any time. Should you do so, however, you remain liable for all unpaid fees as discussed above. We reserve the right to withdraw from this engagement at any time because of unpaid fees, the guidance of our professional standards, or for any other reason. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your return. You will be obligated to compensate us for all time expended, and to reimburse us for out-of-pocket costs, through the date of termination.

It is our policy to retain engagement documentation for a period of five years, after which time we will commence the process of destroying the contents of our engagement files.

Other than any original records that you send to us and the copies of your income tax returns, which we provide to you at the conclusion of the engagement, the rest of our engagement file is our property and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event that we become obligated to pay any judgment or similar award, agree to pay any amount in settlement, and/or incur any costs as a result of any inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold us harmless as against such obligations, agreements, and/or costs.

In the event we respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount and shall not exceed three times the amount of the fee charged by us and paid by you for the services set forth in this engagement letter.

If there are other tax returns you expect us to prepare, such as children's taxes, gift taxes, property taxes, payroll taxes, separate entity taxes and so on, please inform us. Your allowing us to complete the preparation of your tax returns and your acceptance or signature on the tax return(s) or efile form(s) also constitutes acceptance of the terms of this engagement letter and Agreement.

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Client Responsibilities

We have made available to you, an income tax organizer to help you compile and document the information you will need to provide to us to prepare your income tax returns. If you wish to use this, you will need to complete the income tax organizer with accurate and complete information. Income from all sources, including those outside the U.S., is required.

We rely upon the accuracy and completeness of both the information you provide in the income tax organizer and other supporting data you provide in rendering professional services to you.

Documentation

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax returns. You should retain all documents that provide evidence and support for reported income, credits, and deductions on your returns, as required under applicable tax laws and regulations. You are responsible for the adequacy of all information provided in such documents. In addition, some items have specific substantiation requirements set forth by the IRS (e.g., auto, meals & entertainment, and charitable contributions over \$250, etc.). You represent that you have such documentation and can produce it, if needed, to respond to any audit or inquiry by tax authorities. If you have any questions as to the type of records required, please ask us for advice in that regard. You agree to hold harmless our firm and myself, employees, agents or assigns with respect to any additional tax, penalties, or interest imposed on you by tax authorities resulting from the underreporting of income and disallowance of tax deductions and tax credits due to inadequate documentation.

Personal expenses

You are responsible for ensuring that non-deductible personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, entertainment, vehicle use, gifts, and related expenses are supported by necessary records required by the IRS and other tax authorities. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required. (the gift deduction is limited to \$25/person)

State and local filing obligations

You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to income, franchise, excise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. If upon review of the information you have provided to us, along with information that comes to our attention, we believe you may have additional filing obligations, we will notify you of this responsibility in writing and ask you to contact us. If you ask us to prepare these returns, we will confirm this in writing, separately. Additional charges will apply for such services.

U.S. filing obligations related to foreign financial assets

As part of your filing obligations, you are required to report the income from and the maximum value of specified foreign financial assets, which include financial accounts with foreign institutions and certain other foreign non-account investment assets that exceed certain thresholds. You are responsible for informing us of all foreign assets, so we may properly advise you regarding your filing obligations. The applicable FinCEN online Report 114 (FBAR) is due April 15th / Oct. 15th. See: <http://traderstatus.com/?p=1548>

Foreign filing obligations

You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you and that foreign filing obligations are not within the scope of this engagement.

Ultimate responsibility

You have final responsibility for your income tax returns. We will provide you with a copy of your electronic income tax returns and accompanying schedules and statements for review prior to filing with the IRS and state and local tax authorities (as applicable). You agree to review and examine them carefully for accuracy and completeness.

You will be required to verify and sign a completed Form 8879 or Form 8879-PE *IRS e-file Signature Authorization*, and any similar state and local equivalent authorization forms before your returns can be filed electronically.

In the event that you do not wish to have your income tax returns filed electronically, please contact our firm. Additional procedures will apply. You will be responsible for reviewing the paper returns for accuracy, signing them, and filing them timely with the tax authorities.

Timing of the Engagement

We expect to begin our services upon receipt of the completed income tax organizer and all tax documents requested either in the organizer or by our office.

If your return is electronically filed, our services will conclude upon the earlier of:

- the filing and acceptance of your tax returns by the appropriate tax authorities, or
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

If your return is paper filed, our services will conclude upon the earlier of:

- delivery to you of your tax returns for your review, signature(s) and filing with the appropriate tax authorities, or
- written notification by either party that the engagement is terminated, or
- one year from the execution date of this Agreement.

Accountant's total liability

for any breach of this agreement, for any failure to perform any term of this agreement, for any claims relating to or arising out of its performance of this agreement, and for its own ordinary or gross negligence (but not its reckless or willful misconduct) in any aspect of its relationship with Client shall not exceed the greater of (a) \$1,000 and (b) the fees paid to and received by Accountant under this agreement. This limitation of liability excludes any and all expectation damages; damages resulting from any loss in the value of Accountant's performance; special, consequential, and incidental damages; damages for lost profits, savings or business opportunity; any foreseeable damages; and exemplary damages, and shall be Client's exclusive remedy.

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Extensions of Time to File Tax Returns

The original filing due dates for your income tax returns are generally March 15th and April 15th for federal and similar dates for State and Local. Five month or six month extensions for filing (but not for paying) are generally available when certain conditions are met. **Due to the high volume of tax returns prepared by our firm, the information needed to complete the tax returns must be received no later than six weeks prior to due date so that the returns may be completed by the original filing due dates.**

It may become necessary to apply for an extension of the filing deadline if there are unresolved tax issues or delays in processing, or if we do not receive all of the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations. All taxes owed are generally due by the original unextended filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines. <http://traderstatus.com/?p=3179>

To the extent you wish to engage our firm to apply for extensions of time to file tax returns on your behalf, you must notify us of this request in writing. Our firm will not file these applications unless we receive an executed copy of this Agreement and your express written authorization to file for extension. In some cases, your signature may be needed on such applications prior to filing. Failure to timely request an extension of time to file can result in penalties for failure to file tax returns, which accrue from the original due date of the returns, and can be substantial.

We are available to discuss this matter with you at your request. Additional charges will apply for such services. <http://traderstatus.com/?p=939>

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 generally estimated to be no more than 10% greater than the prior year's fees. 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 us to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we prepare the income tax returns.

* * * * *

Additional Client Responsibilities

You should be maintaining and making timely back-ups of your electronic records, including QuickBooks files. <http://traderstatus.com/?p=2551>

You should retain your own copies or originals of your form W-2 and of all documents, canceled checks and other data that form the basis of income and deductions. Please see this link: <http://traderstatus.com/responsibilities.htm> These records may be necessary to prove the accuracy and completeness of the tax returns to a taxing authority.

Generally, **a 1099 to each payee must be issued by your business** when it pays out \$600. It is your responsibility to assure that all required [form 1099s](#) are issued by your business, including many real estate rental property operations. If you need our assistance in meeting the January 31st filing deadline, please provide an electronic listing that we can copy & paste into the tax forms to prepare them for filing. There are significant penalties for non-compliance!

It is your responsibility to provide us with all information necessary to efile tax [form 8938](#) and [form 5471](#), subject to severe penalty for non-compliance. Generally, if the aggregate of your **foreign financial accounts plus your foreign assets (including any real estate held in a trust or legal entity) are worth \$50,000 during the year**, you may be required to file to the IRS along with your [form 1040](#). Also, if you have a 10% interest in a foreign entity, that requires the filing of form 5471. There are significant penalties for non-compliance!

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. We will not audit or otherwise verify the information provided, although we may ask for some clarification. We will render such accounting and bookkeeping assistance as determined to be necessary for preparation of the income tax returns. We will use professional judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Except as indicated above, you authorize us to use our professional judgment in obtaining an automatic extension or discretionary extension of time to file your tax returns. An extension of time to file is not necessarily an extension of time to pay.

As further indicated above, the law provides various **penalties and interest** that may be imposed when taxpayers or their records understate their tax liability. You acknowledge that any such underpaid tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or the circumstances of these penalties, please contact us. Your returns may be selected for review, audit or examination 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.

Terms and Conditions Addendum

FILING DEADLINES (see notes below for tax payment deadlines)

1040 - INDIVIDUAL (see notes below) and SMLLC's taxed as a "Schedule C"		
SUBMIT INFORMATION TO US BY:	FOR AN IRS FILING DEADLINE OF:	*EXTENSIONS
March 1st	April 16th	ONE SINGLE EXTENSION FILED BY APRIL 16th WILL EXTEND THE DUE DATE TO OCTOBER 15TH
September 1st	October 15th	NO ADDITIONAL EXTENSION IS AVAILABLE.

CORPORATE with tax years ending 12/31 (see notes below) including: c-corp tax returns and LLC's taxed as c-corporations		
SUBMIT INFORMATION TO US BY:	FOR AN IRS FILING DEADLINE OF:	*EXTENSIONS
February 15th	April 16th	IF ACCEPTED BY THE IRS THE FILING DEADLINE IS EXTENDED UNTIL OCTOBER 15th
September 1st	October 15th	NO ADDITIONAL EXTENSION IS AVAILABLE.

PARTNERSHIPS, most multi-member LLC's and TRUSTS and S-CORPS with tax years ending 12/31 (see notes below)		
SUBMIT INFORMATION TO US BY:	FOR AN IRS FILING DEADLINE OF:	*EXTENSIONS
February 1st	March 15th	IF ACCEPTED BY THE IRS THE FILING DEADLINE IS EXTENDED UNTIL SEPTEMBER 17th <=NOTE
August 1st	September 17th	NO ADDITIONAL EXTENSION IS AVAILABLE.

LLCs: LLCs can be taxed in several ways depending on their unique structure and income tax election. Please note that their deadline will be the same as the entity type they have elected to be taxed as. Please call our office with any questions.

FISCAL-YEAR ENTITIES: All entities that do not use the calendar year: Your deadline to submit complete paperwork to us is six weeks prior to your IRS filing deadline.
<http://traderstatus.com/?p=1548>

NOTE: We can only meet the above IRS deadlines if the information submitted to us is **COMPLETE** and provided to us by the dates indicated in the first column. There will be a 20% rush fee (\$100 minimum) added to any return whose information was not submitted to us by our deadline for information submission but you ask to have completed to comply with the IRS filing deadlines.

***EXTENSIONS:** An extension is a request for additional time to file a tax return, NOT additional time to pay your taxes. If you owe taxes and file an extension without sending a payment, the IRS may assess penalties and interest on the delinquent taxes and the IRS may even rarely choose to retroactively deny the extension once the amount of unpaid taxes is known. If we are working on your current year taxes and don't have all the required information to complete the return by the due date, we generally will automatically file an extension for you.

ESTIMATED QUARTERLY TAX PAYMENTS (1040ES, 1120ES) AS WELL AS STATE TAX PAYMENTS IF REQUIRED:

We encourage all business owners, C-Corporations and LLC's taxed as C-Corporations to have quarterly evaluations of their tax situation. This is imperative for helping you to avoid penalties and interest payments.

For individuals, the estimated quarterly tax payments for 2018 are due to the IRS by **April 16, June 16, September 17, and January 15, 2019.**

You should consider using EFTPS.gov or IRS.gov/Payments/Direct-Pay for making your payments.

PROCESSING TIME:

Current Tax Year: Our office will try to process all returns on a first come, first serve basis for those not going on extension. Since all work is customized, each return may take a different amount of processing time. If all the information provided is complete, it could take approximately 2-6 weeks to prepare. If the provided information is not complete, the processing will be delayed and it will take additional time. Therefore, please:

- Provide complete information, and if using a [Tax Organizer](#) to assemble your information, answer applicable questions with all the required information.
- Provide any additional information requested by us as soon as possible.
- email (or call) our office for assistance or clarification when needed in completing the organizers or pulling your information together.

IRS CORRESPONDENCE

In the event that you receive a notice from the IRS for any reason, please mail or scan&email or fax a copy of it to our office immediately. **DO NOT CONTACT THE IRS DIRECTLY AND DO NOT PAY ANY BALANCES REQUESTED UNTIL OUR OFFICE CAN REVIEW THE SITUATION.**

Amended and Previous Years Returns: Amended returns, superseding returns and previous years' tax returns including NOL carryback returns are done strictly on an as-time-allows basis. Generally, these tax returns are not processed by us during heavy tax deadline periods but will be considered after the initial tax season is complete. **Note:** The IRS can take approximately 90 days or more to process amended returns. NOL carrybacks are generally not allowed after 2017.

FEES & SERVICES - PAYMENT POLICY:

- A retainer is required to begin the desired service.
- Payment of all services is due in full upon completion and before e-file of return or receipt of filing copy.
- [Credit Cards accepted](#) are DISCOVER, MASTERCARD and VISA.
- Payment by mail is accepted in the form of: MONEY ORDER, PERSONAL CHECK or AUTOMATIC BILL PAY CHECK.

All invoices are due and payable upon receipt unless noted otherwise on the invoice. In the event of non-payment for services, the client will be responsible for all costs and fees of the collection process, including attorney and court costs necessary to collect the debt.

HOW TO CONTACT US:

Mailing Address:

Colin M. Cody, CPA, CMA
6004 Main Street
Trumbull, Connecticut 06611-2400

Web Page: <http://www.traderstatus.com/>

email: <http://traderstatus.com/contact-us/contactform>

HOW TO GET YOUR TAX INFORMATION TO US:

We try to make filing your taxes with us as convenient as possible so we offer several ways in which you can get your information to us:

- Scan and email all documents to us (PDFs preferred, also prefer XLS, DOC and QBM)
- But do not send cellphone photographs, attachments or text messages.
- Request a link to our Cloud-based Client Portal to upload documents.
- Mail your package to us at: 6004 Main St., Trumbull, CT 06611
- Make an appointment to meet in person to discuss any items and give us your documents

We are always here to assist you with any questions or concerns. Your confidence in our ability to provide you with highest quality of service is very important to us. Should you have any questions, please give us a call at 203-268-7000

Please provide the following information (**keeping copies for yourself**):

- Signed copy of the tax engagement letter and Agreement or use the electronic version:
<http://traderstatus.com/contact-us/engagement-letter>
- A copy of your 2016 tax returns (if not already in our possession)
- Original Form(s) W-2 (or a full clean photocopy) **KEEP A COPY FOR YOURSELF**
- Schedule(s) K-1 showing income or loss from partnerships, S corporations or estates or trusts.
- Copies of other compensation or pension documentation, such as Form 1099-MISC or Form 1099-R.
- Form(s) 1099 or statements reporting dividend and interest income. Brokerage statements showing transactions for stocks, bonds, etc.
- Form(s) 1098 reporting interest paid, copies of real estate tax bills and other information relating to real property holdings.
- Copies of HUD closing statements regarding the sale or purchase of real property. In a sale, please include the original purchase HUD also.
- All other information notices you received, or any items you have questions about.