

# TAX FILING SERVICE ENGAGEMENT AGREEMENT

We thank you for putting your trust in MASTER PLAN TAX SERVICES ("MPTS") and allowing us to work with you regarding the preparation of your personal, business, corporate income and/or franchise tax return(s). We will give you, your family's and/or your business's tax situation our professional attention. We are trained and committed to providing excellent and accurate tax preparation service consistent with current tax and tax-related law.

In order for a mutual understanding, this Agreement, between MPTS and you, the CLIENT(S), covers information about the services and responsibilities of which MPTS will provide, along with your responsibilities as CLIENT(S). This Engagement Agreement will cover a few legal requirements as well, thus you may want to review with legal counsel.

# 1. WHAT WE'LL DO

MPTS will prepare your federal, state income and/or other governmental tax return(s) from information you provide. MPTS will make no audit or other substantiation/verification of your submitted data but may need to ask you more questions for clarification when documents or information appear to be missing, incomplete or inconsistent in order to meet our Circular 230 due diligence responsibility.

If the business relationship is engaged on or after March 25<sup>th</sup> (Feb 25<sup>th</sup> for businesses and organizations) or information is still outstanding after March 25<sup>th</sup>, MPTS reserves the right to file an extension on your/your business's behalf.

All invoices are payable prior to releasing your copy of the tax return(s) and/or electronically filing the return(s). MPTS will return your original tax documents and information before or at the time of filing, or upon request. MPTS will maintain electronic copy records of all tax information for three (3) years after the later of the tax return(s') due date or the filing of your tax return(s) and/or amendment(s).

### 2. WHAT WE'LL NEED FROM YOU

The Client Organizer Checklist is available from the MPTS website, or upon request, to guide you in gathering the necessary information for MPTS. Completing the Client Organizer Checklist before our appointment will assist MPTS in the efficient and accurate completion of your return(s), as well as limit the risk of increased fees in additional time required for your return(s). All the information submitted by you will, to the best of your knowledge, be correct and complete, and will include all income, deductions and other data necessary for the preparation of your income tax return(s). If tax information is not otherwise disclosed, MPTS will be held harmless for not incorporating the necessary information into your tax filings.

In the event that MPTS files an extension on your behalf, please note that an extension allows additional time to complete and file your return(s), but it does not allow for an additional time for paying the appropriate amount of tax due. An estimate of your tax liability will be required, and you may need to include a tax payment with the request for extension to file.

You are responsible for substantiating and keeping the necessary records of your personal and business income and deductible expenses, etc. You have the final responsibility for the income tax return(s) and timely filing. You should review the return(s) carefully before you sign and have them filed.

#### 3. FEES

MPTS estimate of fees and ultimate filing fees for tax preparation services will be based upon the amount of forms and/or schedules as well as the time required to complete your tax return(s). This is based upon the information disclosed either verbally, via electronic communication, on the Client Organizer Checklist and/or during our appointment. If additional information is disclosed after an estimate is given that affects the amount of time and/or schedules and forms to complete

Rev. 12/21/2018



the tax return(s) then the fee may be increased. Fees may also be increased from what was originally communicated if tax documents are disorderly and/or disorganized, or if documents required to file the return(s) on time are not received till after March 25<sup>th</sup>. MPTS reserves the right to charge a fee per file if a file(s) has been started but is not completed with MPTS. One in-person signing appointment is complimentary with paid service, if additional in-person visits are required then additional IRS-published standard mileage rate charges may apply. MPTS reserves the right to collect a part or all of the fees upfront.

### 4. OTHER RESPONSIBILITIES, REPRESENTATION AND LIABILITY

Your tax return(s) may be selected for review by the IRS, state and/or other governmental agencies. If there is such a government tax review, MPTS will be available upon request to assist you. If asked to attend a review in regards to a tax position that you've chosen to take then MPTS may require additional compensation. Should a governmental tax agency rule against you/your business in a tax issue because the return(s) was(were) prepared incorrectly, MPTS's liability is limited to the penalty, interest and original tax preparation fees, but MPTS is not liable for the income, corporate or franchise tax due (your/your business's tax liability remained regardless of MPTS originally preparing the return(s) incorrectly).

#### 5. PRIVACY AND CONFIDENTIALITY NOTICE

A Privacy and Confidentiality Notice is available online or, if requested, at the time of signing the final tax return(s), and you agree that you have received notice of it being available. A mailed copy is available upon request.

#### 6. TERMINATION

You can terminate this engagement at any time with written or verbal notice. However, upon termination if MPTS has started a file on your behalf, then MPTS reserves the right to charge a fee.

# 7. DISPUTE RESOLUTION

If any dispute arises among the parties in this Agreement (MPTS and CLIENT(S)), we, the parties, agree first to try in good faith to settle the dispute by arbitration administered by a mutually agreed-upon Texas arbitrator under its Rules for Professional Accounting and Related Services Dispute Resolution before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties to this Agreement (MPTS and CLIENT(S)).

#### 8. AGREEMENT

Fax 972.330.2202

By signing below you agree that you have read, understand, and accept your obligations and responsibilities stated above; and you understand MPTS's responsibilities and limit of liabilities as explained above. You also agree that you have read our Privacy and Confidentiality Notice. For joint return(s), both the taxpayer and spouse must sign this Agreement as the CLIENTS; for business filers, personnel authorized to act on behalf of the business must sign. MPTS will enclose a copy of this Agreement in your file. Failure to sign implies consent by the CLIENT(S) of this Engagement Agreement.

Agreed and accepted by you, the CLIENT (and your spouse, the CLIENT Spouse, if married filing jointly):

CLIENT -print	sign	Date
CLIENT Spouse - print	sign	Date
PO BOX 271268 FLOWER MOUND, TX 75027-1268 Info@MasterPlanTaxes.com		Rev. 12/21/2018



# **Privacy Notice**

We always strive to protect your right to privacy. Like all providers of personal financial services, we are now required by law to inform clients of our policies regarding privacy of client information.

# **Types of Nonpublic Personal Information I Collect**

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

# Parties to Whom I Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to related parties (i.e. MASTER PLAN BOOKKEEPING and/or MASTER PLAN FINANCIAL ADVISERS) and unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

# Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with my professional standards. Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.