

Engagement Letter and Privacy Disclosure Notice

To: Zephyr Associates, Inc.

I have engaged your firm to prepare my Individual (1040) Federal and State income tax returns for the year ended 12/31/2023. I understand that it is my responsibility to provide you with all the information required to complete my tax return. In that regard, I state that, to the best of my knowledge and belief:

1. I have provided true, correct, and complete information regarding my income as listed on the attached Forms W-2, 1099 and/or attached written summaries. I understand that it is my responsibility to provide all the information necessary to complete the returns. I will retain for at least four years all the documents, receipts, cancelled checks, and all other records substantiating items of income and expense claimed on my return.

2. I have provided true, correct, and complete information regarding amounts I have presented to you to claim as tax deductions, and I have maintained written documentation supporting all amounts, including logbooks and receipts.

I understand that if a question arises regarding the interpretation of tax law, and a conflict exists between the tax authorities' interpretation of the law and other supportable positions, that you will use your professional judgment in resolving the issues.

3. I understand that because taxing authorities may examine (audit) the returns, that documentation should be retained to support the information provided to you, especially business travel and entertainment deductions, business use percentage of autos and other business assets and barter activities, and that penalties may be imposed on returns that are late, underpaid, or incorrect.

4. I understand that you will not audit or otherwise verify any information, that you may require clarification or additional information, that you are not responsible for disallowed deductions, or the inclusion of additional unreported income or any resulting taxes, penalties or interest.

5. ***I understand that I will be charged an additional fee if you are asked to assist or represent me in a tax audit, examination, or inquiry.*** I understand that, in the event of preparer error, I am responsible for additional tax that may be due, but that the extent of your responsibility is to pay for any penalty that the IRS or the above state revenue department may assess.

6. I will contact you immediately if I discover additional information that will lead to a change in my return, or if I receive any letters from the IRS or state taxing authorities.

7. I understand that your policy is to put all tax advice in writing, and that I will not rely upon any unwritten advice because it may be tentative, incomplete, or not fully reviewed.

8. *I understand that your bill will be due and payable upon completion of these returns, and that additional services will not be performed until the bill for these services is paid in full. I understand that your bill will be based upon a schedule of tax forms prepared.*

9. I understand that you will not file any federal, state, or local tax extensions without my specific written request to do so and that if I owe tax, my extension may be void unless I give you an estimated amount due.

10. If there are other services or tax returns that I expect you to prepare, such as estate, gift, sales, fiduciary, property, or other states or cities, I will note them at the bottom of this letter.

11. I understand that if I am contacted by the IRS or state taxing authority, that it is most likely not in my best interest to reply directly to that agency, and that if I do not fully understand tax law and the ramifications of any statement I make, my position in any dispute with said agency may be seriously and permanently harmed. Therefore, I will contact Zephyr Associates before communicating with said agency(ies).

12. I understand that it is my responsibility to keep track of the deadlines for filing amended returns and responding to official notices, and to communicate this to you at least two weeks before such deadlines.

Initial _____

Privacy Policy

- It has always been the policy of Zephyr Associates, Inc. to keep all information that we collect from you confidential from all sources. We restrict access to all nonpublic personal information about you to members of our firm who need to know that information to provide services to you. We do collect nonpublic personal information about you from the following sources:
 - Information we receive from you on tax preparation organizers, worksheets, Federal and State tax reporting forms, and from other documents we use in tax preparation or other financial and related services.
 - Information about your transactions with us, our affiliates, and others.
 - Information we may receive from outside agencies such as banks and brokerage houses.

We do not disclose any nonpublic personal information about our clients or former clients, except as permitted, required, or approved by you in writing as listed below:

- Requirements to comply with federal, state or local law and national, state or local licensing rules.
- Requirements to disclose information in response to legal subpoenas.
- Items you permit or request us to disclose, as authorized by you in writing.
- Information that you authorize us to disclose by signing this engagement letter to electronically file your tax return, when applicable.
- Information that you authorize us to disclose by signing this engagement letter, which discloses that you are our client, without disclosure of financial or other personal information.

I have read, understand, and accept the conditions of the engagement letter and the privacy policies discussed above.

Client Signature _____ **Date** _____