

**ENGAGEMENT LETTER - INCOME TAX PREPARATION SERVICES**  
**O'NEILLS ACCOUNTING**

Thank you for choosing O'Neills Accounting (O'Neills) to provide income tax preparation services. Your signature on this Engagement Letter (hereinafter referred to as the Agreement) confirms the services you have retained our firm to perform and acknowledges the terms under which we have agreed to perform the services. In this Agreement, reference to the singular may include the plural and the masculine may include the feminine. The Client may be an individual or entity. You, the undersigned, are the Client or Client's authorized representative.

**!!!IMPORTANT NOTICE!!!**  
**NOTIFICATIONS FROM IRS & OTHER TAX OFFICES**

Do not respond to or click on any links from emails purportedly from the IRS as the IRS never initiates correspondence via email and any such emails are attempts to steal your identity. The IRS does not contact taxpayers by telephone. If you are contacted by telephone with instruction to remit payment for taxes and/or penalties due – simply hang up the telephone. You are encouraged to contact O'Neills with questions regarding communications from the IRS and/or other tax offices.

*If you receive a notice from the IRS in the mail, we must read the notice before we can advise as to the appropriate response. Please be certain to send the front and back of all pages of any inquiry.*

- 1 - I have retained O'Neills to prepare only the following Income Tax Forms for tax year ending: \_\_\_\_\_  
IRS Form(s) \_\_\_\_\_ State Form(s) \_\_\_\_\_ Local Area Form(s) \_\_\_\_\_
- 2 - I authorize the e-filing of my returns \_\_\_\_\_ paper filing \_\_\_\_\_
- 3 - I request a paper copy \_\_\_\_\_ digital copy \_\_\_\_\_ both \_\_\_\_\_ of my tax returns
- 4 - I request a paper copy of my tax return be mailed and understand there is a \$50.00 charge plus postage \_\_\_\_\_
- 5 - I authorize: direct deposit of refunds \_\_\_\_\_ direct withdrawal of tax due \_\_\_\_\_  
Verified bank information on file \_\_\_\_\_ E-File payment \_\_\_\_\_ MDAT 1 Fee \_\_\_\_\_ Estimated Payments \_\_\_\_\_

6 - I understand that O'Neills will contact me if the Fee will increase and exceed last year's Fee by more than 20%. No work will begin prior to written agreement of the Client for the increased Fee to be paid. The Fee for the herein Tax Preparation Services does not include response by O'Neills to inquiries or examinations by taxing authorities or third parties. O'Neills is available to assist in and prepare a response to such inquiries and/or examinations at the request of the Client. It is understood that a Fee may be billed separately for time and expenses expended and incurred by O'Neills in providing assistance with a response to inquiries and/or examinations. The Client will be notified before any services are provided by O'Neills for which a Fee will be due.

7 - I will carefully examine and approve the completed tax returns then sign the required e-filing acknowledgement Forms (IRS 8879 and relevant state form) PRIOR to transmission of the e-filed return.

8 - I will accurately report all income, expenses, and information required for the preparation of complete and accurate tax returns, including barter, crypto-currency, consumer-to-consumer activity, cash-based revenues, and all other income whether received in-person, in-kind, or electronically. I understand that O'Neills is not responsible for the disallowance of questionable deductions or inadequately supported documentation nor for resulting taxes, penalties, and interest. I will maintain the required documentation necessary to support the deduction data provided to O'Neills, including but not limited to charitable donation receipts, mileage log, cancelled checks, and paid receipts.

9 - The IRS requires all preparers of income tax returns to maintain a copy of all income and expense forms including but not limited to W-2, 1099, 1095-A, K-1, SSA, interest, dividend, and investment statements. I will provide a copy of each of these statements to O'Neills. IRS Circular 230 rules require O'Neills to obtain a copy of Form W-2 and 1095-A before we are allowed to electronically file your tax return.

10 - It is understood that O'Neills is required by IRS regulation to retain tax client return copies for 3 years. All original supporting documents are returned to the client and are recommended to be retained by the client for 7 years.

11 - I will disclose to O'Neills all foreign financial activities to include foreign bank accounts, investments, business and real estate holdings which I possess. Such disclosure may include filing Form 8938 with Form 1040. If I have a financial interest in any foreign accounts, I will be responsible for filing FinCEN Form 114 required by the U.S. Department of the Treasury on or before April 15<sup>th</sup> of each tax year. In addition, IRS requires information reporting if I am an officer, director, or shareholder with respect to certain foreign corporations on Form 5471, Form 5472, or Form 926.

12 - Payment for tax preparation services is due when the return is completed. Payment of the fee becomes delinquent if not received within 30 days of the invoice date. Interest will be assessed and billed to all delinquent accounts at the rate of 1.5% per month. I acknowledge and agree that O'Neills is not required to continue to work in the event of my failure to pay on a timely basis for services rendered as required by this Agreement. I further acknowledge and agree that in the event that O'Neills stops work or withdraws from this Agreement as a result of my failure to pay on a timely basis for services rendered as required by this Agreement, O'Neills shall not be liable to me for any damages that occur as a result of ceasing to render services. O'Neills' responsibility for services will conclude upon delivery of the completed income tax returns identified above; upon written notification of suspension of services or resignation from the Agreement. Fee for credit card payment is 5%. Fee for ACH option is \$10.00.

13 - Client privacy practices were established by the IRS effective January 1, 2009. O'Neills is prohibited from providing confidential information or copies to anyone other than the Client without the Client's specific written authorization, which may be delivered to O'Neills by fax or email. Telephone authority must be supported by written authority. To comply with these new regulations, we provide all copies of requested returns to you in a secure web portal. Your use of this portal is limited to lawful income tax related documents in compliance with our written portal usage policy and will be maintained and accessible solely in accordance with our policy for no more than 30 days after any notification of termination of services by either party after which point it will be electronically deleted. Our portal policy is available on request. In the interest of maintaining service quality and timeliness, we may use a 3<sup>rd</sup> party service provider to assist us in the use of technology to facilitate compliance with disclosure and storage of your tax information. The provider has established procedures and controls designed to protect client confidentiality and maintain data security.

14 - I/We certify that all dependent(s) named on my/our personal income tax return is/are qualified in accordance with IRS regulations. I agree to provide proof of identification for myself and all dependents reported on my tax return upon request.

15 - The Affordable Care Act (ACA) no longer requires participation in qualified health insurance plans. However, some states (MA, NJ, VT, DC) still require you to have health insurance. Failure to comply may result in penalties to be paid at the time of filing your state tax return. Failure to provide Form 1095-A from the Marketplace will result in the rejection of your tax return.

**16 - We must receive your information by March 15th to insure completion of your personal income tax return in a timely manner.** Information received after that date may cause your return to be extended and completed after the April 15 due date. **O'Neills DOES NOT automatically file tax extensions for clients.** You must notify us in writing, email, or fax if you wish us to file an extension. The notification should include your estimate of any balance due with the extension. Failure to file an extension may result in the imposition of penalties and interest by the governmental taxing agency. The filing of an extension does not relieve you from paying any tax due on the due date or making quarterly estimated tax payments for the current year. Failure to pay any tax due with the extension or failure to pay quarterly estimated tax payments may make you subject to penalties and interest.

**17 - From time to time, you may ask O'Neills to advise you regarding investment decisions. We are not licensed investment advisors.** Accordingly, we suggest that you seek the advice of qualified investment advisors as appropriate for each investment being considered. Although we advise you concerning the income tax effect of an investment decision, we will not advise you regarding the economic viability of an investment or whether you should or should not make a particular investment.

**18 - The preparers at O'Neills use our professional judgment in preparing your tax returns.** Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g. tax agencies and courts), we will explain the possible positions that may be taken on your return. We will adopt whatever position you request on your return as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. O'Neills assumes no liability for any such additional penalties or assessments.

**19 - When a self-employed taxpayer reduces taxable income there is also a reduction in earned income reported to the Social Security Administration,** which could reduce current and future benefits for the taxpayer and his or her dependents. You acknowledge and agree to the current tax reduction and the potential negative effects on future social security benefits for you, your spouse, and any dependents.

**20 - This Agreement shall be interpreted and governed in accordance with the Laws of the State of Maryland.** Notwithstanding anything contained herein, O'Neills and Client agree that regardless of where the client is domiciled and regardless of where this Agreement is physically signed, this Agreement shall have been deemed to have been entered into at O'Neills' office located in Harford County, Maryland, USA and Harford County, Maryland, USA shall be the exclusive jurisdiction for resolving disputes related to this Agreement

**21 - In recognition of the relative risks and benefits of this Agreement to both the Client and O'Neills, it is acknowledged that we have agreed on the fair allocation of risk between us.** As such, you agree, to the fullest extent permitted by law, to limit the liability of O'Neills to you for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of O'Neills to you shall not exceed the total fee for services rendered by O'Neills under this agreement. You and O'Neills intend and agree that this limitation applies to any and all liability or cause of action against O'Neills, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against O'Neills for errors and omissions. The one-year period will begin upon the date of the tax professional's signature on the tax returns covered by this Agreement. O'Neills will assume responsibility for the costs of the correction of errors made by O'Neills in the preparation of your tax return to include but not limited to penalties and interest. O'Neills does not pay additional tax that is due and owing.

**22 - In connection with this Agreement, O'Neills may communicate with Client or others via email transmission.** As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, O'Neills cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

**23 - We utilize a secure web portal in the interest of facilitating our services to you.** Your use of this portal must comply with our standards of use, and as owners of the portal we retain the right to limit and deny use of the portal for inappropriate purposes. Your access to files maintained on the portal will be terminated no later than 30 days after the earlier of our or our termination of services under this agreement or April 15, unless we are notified in writing of your desire to extend your tax return. All confidential information sent to you or third parties (at your direction), as well as the portal will be password protected. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these devices during this engagement.

**24 - We appreciate the opportunity to serve you.** Please sign and date this letter to acknowledge your agreement with and acceptance of your responsibilities and the terms of this Agreement. It is our policy to initiate services after we receive the executed Agreement. If any provision of this Agreement is declared invalid or unenforceable, no other provision of this Agreement is affected and all other provisions remain in full force and effect.

I have read this Agreement and agree with the terms and conditions herein.

\_\_\_\_\_  
Signature - Client  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Client  
Printed Name \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - O'Neills Accounting

\_\_\_\_\_  
Date

**Please return the signed form by fax: 410-836-0772 or email: [info@oneillenterprises.com](mailto:info@oneillenterprises.com)**

**Mail or Hand Delivery: O'Neills Accounting**

**103 E Jarrettsville Road, Suite A, Forest Hill, Md 21050**

**Office telephone # 410-838-6980**