



## **2009 INCOME TAX RETURN PREPARATION ENGAGEMENT AGREEMENT**

Thank you for selecting Neiman & Associates Financial Services, LLC to assist you with your income tax preparation. This letter confirms the terms of our engagement with you and the nature and extent of services we will provide.

We will prepare your 2009 federal and all state income tax returns you request using information you provide to us. We may ask for clarification of some items, but we will not audit or otherwise verify the data you submit. We've enclosed an Organizer to help you gather the information required for a complete return. If you use the Organizer, it will help you avoid overlooking important information and contribute to efficient preparation of your returns. That helps keep the cost of our services as low as possible.

It is your responsibility to provide information required for preparation of complete and accurate returns. You should keep all documents, canceled checks and other data that support your reported income and deductions. They may be necessary to prove accuracy and completeness of the returns to a taxing authority. You are responsible for the returns, so you should review them carefully before you sign them.

Our work will not include any procedures to discover defalcations or other irregularities. The only accounting or analysis work we will do is that which is necessary for preparation of your income tax returns.

We must use our 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. In order to avoid penalties, we will apply the "more likely than not" reliance standard to resolve such issues. You agree to honor our decisions regarding the need to make protective disclosures in your returns.

Penalties of as much as \$100,000 can be imposed on you for failing to disclose participation in "reportable transactions," that is, certain arrangement the IRS has identified as potentially abusive. We will insist that all such transactions be properly disclosed.

The law also imposes penalties when taxpayers understate their tax liability. If you have concerns about such penalties, please call us.

Your returns may be selected for audit by a taxing authority. Any proposed adjustments are subject to appeal. In the event of a tax examination, we can arrange to be available to represent you. Such representation will be a separate engagement for which an engagement letter will be provided to you. Fees and expenses for defending the returns will be invoiced in accordance with terms we agree on for that engagement.

Our fee for preparation of your tax returns will be based on the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due and payable upon presentation. To the extent permitted by state law, an interest charge may be added to all accounts not paid within thirty (30) days.

We will retain copies of records you supplied to us along with our work papers for your engagement for a period of seven years. After seven years, our work papers and engagement files will be destroyed. All of your original records will be returned to you at the end of this engagement. You should keep the original records in secure storage.

### **Privacy Policy**

It has always been the policy of Neiman & Associates Financial Services, LLC to keep all information that we collect from you confidential. 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 collect nonpublic 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 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 to anyone, except as required by law. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

To affirm that this agreement correctly summarizes your understanding of the arrangements for this work and our privacy policy, please sign and date this agreement in the space indicated and return it to us with your tax organizer and supporting documents.

